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12 Attorneys for  
13 NORTH AMERICAN  
14 FENCE & RAILING, INC.

15 UNITED STATES BANKRUPTCY COURT  
16  
17 NORTHERN DISTRICT OF CALIFORNIA  
18  
19 SAN FRANCISCO DIVISION

20 In re  
21 PG&E CORPORATION,  
22 and  
23 PACIFIC GAS AND ELECTRIC  
24 COMPANY  
25 Debtors.

Case No. 19-30088 DM (Lead Case)  
(Jointly Administered with Case No. 19-30089 DM)  
Chapter 11  
**NOTICE OF ERRATA REGARDING  
DOCKET NUMBERS 4258 & 4259**

- 26 ☐ Affects PG&E Corporation  
27 ☒ Affects Pacific Gas and Electric  
28 Company  
☐ Affects both Debtors.  
\* All papers shall be filed in the  
Lead Case No. 19-30088 DM.

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On October 17, 2019, NAFR filed two Proof of Claims as Docket Numbers 4258 and 4259, attached hereto as Exhibits A and B. Due to inadvertent clerical error, the incorrect event type was selected at the time of filing and accordingly, there was an error in the Docket Text of Docket Numbers 4258 and 4259. The two Proof of Claims and corresponding Docket Text should read as follows:

- NAFR files the instant Notice of Errata to correct the aforementioned mistake.

ROGERS JOSEPH O'DONNELL

By: Emily A. Wieser  
AARON P. SILBERMAN  
LAUREN B. KRAMER  
EMILY A. WIESER  
Attorney for  
NORTH AMERICAN FENCE &  
RAILING, INC.

# EXHIBIT A

United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

- ☐ PG&E Corporation (19-30088)
- ☒ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

Part 1: Identify the Claim

1. Who is the current creditor?	North American Fence & Railing, Inc. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  North American Fence & Railing, Inc. c/o Rogers Joseph O'Donnell Attn: Aaron P. Silberman, Lauren B. Kramer 311 California Street San Francisco, CA 94104	Where should payments to the creditor be sent? (if different)    Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 54,916.00 Does this amount include interest or other charges?  
☐ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Contract for labor, services, equipment, and/or materials for construction and improvement of projects on real property; mechanic's lien  
\_\_\_\_\_

9. Is all or part of the claim secured? ☐ No  
☒ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☒ Other. Describe: Real property

**Basis for perfection:** Mechanics lien; Notice of Continued Perfection of Lien

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ Unknown

**Amount of the claim that is secured:** \$ 54,916.00

**Amount of the claim that is unsecured:** \$ 0 (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/17/19 (mm/dd/yyyy)

  
Signature

Print the name of the person who is completing and signing this claim:

Name	Aaron P. Silberman		
	First name	Middle name	Last name
Title	Attorney		
Company	Rogers Joseph O'Donnell		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	311 California Street, 10th Floor		
	Number	Street	
	San Francisco	CA	94104
	City	State	ZIP Code
Contact phone	(415) 956-2828	Email	asilberman@rjo.com

# Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

## How to fill out this form

- Fill in all of the information about the claim as of January 29, 2019.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.  
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.

## Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://restructuring.primeclerk.com/pge>.

## Understand the terms used in this form

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

**Claim:** A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.



**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Secured claim under 11 U.S.C. § 506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

### Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

### Please send completed Proof(s) of Claim to:

#### If by first class mail:

PG&E Corporation Claims Processing Center  
c/o Prime Clerk LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

#### If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center  
c/o Prime Clerk LLC  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232

**You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):**

Chico Service Center  
350 Salem Street  
Chico, CA 95928

Marysville Service Center  
231 "D" Street  
Marysville, CA 95901

Napa Service Center  
1850 Soscol Ave. Ste 105  
Napa, CA 94559

Oroville Service Center  
1567 Huntoon Street  
Oroville, CA 95965

Redding Service Center  
3600 Meadow View Road  
Redding, CA 96002

Santa Rosa Service Center  
111 Stony Circle  
Santa Rosa, CA 95401

**Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.**

**Do not file these instructions with your form**

1 ROGERS JOSEPH O'DONNELL  
2 Aaron P. Silberman (State Bar No. 161021)  
3 asilberman@rjo.com  
4 Lauren B. Kramer (State Bar No. 259821)  
5 lkramer@rjo.com  
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10 Telephone: 415.956.2828  
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12 Attorneys for  
13 NORTH AMERICAN  
14 FENCE & RAILING, INC.

15 UNITED STATES BANKRUPTCY COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION

18 In re  
19 PG&E CORPORATION,  
20 and  
21 PACIFIC GAS AND ELECTRIC  
22 COMPANY  
23 Debtors.

Case No. 19-30088 DM (Lead Case)

(Jointly Administered with Case No. 19-30089 DM)

Chapter 11

**NOTICE OF CONTINUED  
PERFECTION OF MECHANICS LIEN  
PURSUANT TO 11 U.S.C. § 546(b)(2)**

- 24 ☐ Affects PG&E Corporation  
25 ☒ Affects Pacific Gas and Electric  
26 Company  
27 ☐ Affects both Debtors.  
28 \* All papers shall be filed in the  
Lead Case No. 19-30088 DM.

North American Fence & Railing, Inc. ("NAFR"), by and through its  
undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under

Page 1

Notice of Continued Perfection of Mechanic Lien Pursuant to 11 U.S.C. § 546(b)(2) - Case No. 19-30088 DM

Case: 19-30088 Doc# 3459 Filed: 08/08/19 Entered: 08/08/19 10:57:02 Page 1 of 497761.1

Case: 19-30088 Doc# 4286 Filed: 10/22/19 Entered: 10/22/19 14:04:06 Page 8 of 84

1 11 U.S.C. § 546(b)(2), as follows:

2 1. NAFR is a corporation that has provided and delivered labor, services,  
3 equipment, and/or materials for the construction and improvement of projects on real  
4 property located in the County of San Mateo, State of California (the "Property") and owned  
5 by PG&E Corporation and/or Pacific Gas and Electric Company (collectively, the  
6 "Debtors").

7 2. Through May 13, 2019, the amount owing to NAFR is at least  
8 \$54,916.00.

9 3. NAFR properly perfected its mechanics lien under California Civil  
10 Code §§ 8400, et seq., by timely recording its mechanics lien ("Claim of Lien") in the  
11 Official Records of San Mateo County, State of California, as more fully described in its  
12 Claim of Lien, a true and correct copy of which is attached hereto as Exhibit A.

13 4. Pursuant to California Civil Code § 8400, an action to enforce a lien  
14 must be commenced within 90 days after recordation of the claim of lien. However, due to  
15 the automatic stay set forth in 11 U.S.C. § 362, NAFR is precluded from filing a state court  
16 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that, when applicable  
17 law requires seizure of property or commencement of an action to perfect, maintain, or  
18 continue the perfection of an interest in property, and the property has not been seized or an  
19 action has not been commenced before the bankruptcy petition date, then the claimant shall  
20 instead give notice within the time fixed by law for seizing property or commencing an  
21 action. See 11 U.S.C. § 546(b)(2); *In re Baldwin Builders*, 232 B.R. 406 (9th Cir. 1999).

22 5. Accordingly, NAFR hereby provides notice of its rights as a perfected  
23 lienholder in the Property pursuant to California's mechanics lien law. NAFR is filing and  
24 serving this notice to preserve, perfect, maintain, and continue the perfection of its lien and its  
25 rights in the Property to comply with the requirements of California state law, 11 U.S.C.  
26 §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice constitutes the  
27 legal equivalent of having commenced an action to foreclose the lien in the proper court. By  
28 this notice, the Debtors and other parties in interest are estopped from claiming that the



lawsuit to enforce NAFR's mechanics lien was not timely commenced pursuant to applicable state law. NAFR intends to enforce its lien rights to the fullest extent permitted by applicable law. The interests perfected, maintained, or continued by 11 U.S.C. § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of the Property.

6. The filing of this notice shall not be construed as an admission that such filing is required under the Bankruptcy Code, the California mechanics lien law, or any other applicable law. In addition, NAFR does not make any admission of fact or law, and NAFR asserts that its lien is senior to and effective against entities that may have acquired rights or interests in the Property previously.

7. The filing of this notice shall not be deemed a waiver of NAFR's right to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of any other rights or defenses.

8. NAFR reserves all rights, including the right to amend or supplement this notice.

Dated: August 8, 2019

ROGERS JOSEPH O'DONNELL

By: /s Aaron P. Silberman  
AARON P. SILBERMAN

Attorney for  
NORTH AMERICAN FENCE &  
RAILING, INC.

# EXHIBIT A

RECORDING REQUESTED BY:  
North American Fence & Railing, Inc.

AND WHEN RECORDED MAIL TO:  
North American Fence & Railing, Inc.

515 23rd Avenue  
Oakland, CA 94606

2019-037568

12:38 pm 05/20/19 MLL Fee: 102.00

Count of Pages 2

Recorded In Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



SPACE ABOVE THIS LINE FOR RECORDER'S USE - 2

## MECHANICS LIEN

The undersigned claimant, North American Fence & Railing, Inc., 515 23rd Avenue, Oakland, CA 94606, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of San Mateo, State of California, said land described as follows: 3150 Geneva Avenue, (Daly City), Brisbane, CA.

The sum of \$54,916.00 together with interest thereon at the rate of 0.00 percent per annum from May 13, 2019, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: Chain link fences.

Claimant furnished the work and/or materials at the request of, or under contract with: Turner Construction Company, 300 Frank H. Ogawa Plaza, #150, Oakland, CA 94612.

The owner(s) or reputed owner(s) of the property are: Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

Firm Name: North American Fence & Railing, Inc.

By:

Naomi Samuela / Authorized Agent

### VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 13, 2019, at San Diego, California.

Firm Name: North American Fence & Railing, Inc.

Naomi Samuela / Authorized Agent

**PROOF OF SERVICE AFFIDAVIT  
DECLARATION OF SERVICE BY MAIL**  
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on 3150 Geneva Avenue, (Daly City), Brisbane, CA by first class certified mail, postage prepaid, on May 13, 2019, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on May 13, 2019, at San Diego, California.

Firm Name: North American Fence & Railing,  
Inc.



Naomi Samuela / Authorized Agent  
(69593)

**NOTICE OF MECHANICS LIEN  
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. The legal action must be filed with the court no later than 90 days after the date the mechanic's lien is recorded.

The party identified in the mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT [www.cslb.ca.gov](http://www.cslb.ca.gov).

North American Fence & Railing  
515 23rd. Avenue  
Oakland, CA 94606-0000  
(510) 436-0755 Fax (510) 534-5405

CUSTOMER #: 00043

INVOICE #: 4974

INVOICE DATE: 01/24/19

DUE DATE: 02/23/19

**BILL TO:**

TURNER CONSTRUCTION COMPANY  
300 FRANK H. OGAWA PLAZA  
SUITE 510  
OAKLAND, CA 94612  
P.O./Project # 4700109422

**JOB:** 188046

TURNER CONSTRUCTION  
PG&E WAREHOUSES  
BRISBANE, CA

DESCRIPTION	QUANTITY	PRICE	AMOUNT
			54,916.00
		<b>SUBTOTAL:</b>	54,916.00
		<b>LESS RETENTION:</b>	-5,491.60
		<b>NET DUE:</b>	49,424.40

**Thank you for your business!**



PO Number: 4700109422

Reference Number: 5P-11302018

Document Date: 12/04/18

Amount: \$54,916.00

Header Text: 11/2018

# AIA Document G702™ — 1992

## Application and Certificate for Payment

### TO OWNER:

Turner Construction (SFO)

311 California Street, Suite 450

San Francisco, California 94104

FROM CONTRACTOR:

North American Fence &amp; Railing Inc.

515 - 23rd Ave

Oakland, California 94606

### PROJECT:

PG&amp;E Warehouses Brisbane

3150 Geneva Avenue

Brisbane, California 94005

VIA ARCHITECT:

### APPLICATION NO: 2

PERIOD TO: 11/30/18

CONTRACT FOR: 4700109422 - Fencing &amp; Gates

CONTRACT DATE: 08/30/18

PROJECT NOS: 300451-180027

### Distribution to:

OWNER ☐ARCHITECT ☐CONTRACTOR ☐FIELD ☐OTHER ☐

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	124,488.00
2. Net change by Change Orders	\$	29,107.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	153,595.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	112,001.00
5. RETAINAGE:		

a. 10.0% of Completed Work

(Column D + E on G703)

b. 0.0% of Stored Material

(Column F on G703)

11,200.10

0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 11,200.10

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$ 100,800.90

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$ 51,376.50

8. CURRENT PAYMENT DUE

(Line 6 from prior Certificate)

\$ 49,424.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 52,794.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$29,107.00	\$0.00
TOTALS	\$29,107.00	\$0.00
NET CHANGES by Change Order		\$ 29,107.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: North American Fence &amp; Railing Inc.

By: Kira Comini

Date: December 04, 2018

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_

Notary Public:

My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ **49,424.40**  
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

### ARCHITECT:

By: \_\_\_\_\_

Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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APPLICATION NO.: 5

APPLICATION DATE: 11/19/18

PERIOD TO: 11/30/18

ARCHITECT'S PROJECT NO: 300451-180027

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED ON SITE (B OR E)	G TOTAL COMPLETED AND STORED TO DATE (B+E+F)	H BALANCE TO FINISH (C-G)	I REPAVAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
00030	SCC0#1,110323100Z: NA 50' Gate and Added Fence Material Cost	29,107.00	0.00	29,107.00	0.00	29,107.00	0.00	2,070.70
100	Project Safety Submittals/IS Network/ID Certification	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
101	Mobilization	12,448.00	12,448.00	0.00	0.00	12,448.00	0.00	1,254.80
102	Submittals	6,225.00	6,225.00	0.00	0.00	6,225.00	0.00	622.50
103	Material	5,354.00	2,607.00	2,747.00	0.00	5,354.00	2,865.00	5,445.60
104	Labor	38,230.00	5,735.00	0.00	0.00	5,735.00	32,495.00	675.50
105	Cleanup	6,275.00	0.00	0.00	0.00	0.00	6,275.00	0.00
	GRAND TOTAL	\$153,595.00	\$57,085.00	\$54,916.00	\$0.00	\$112,001.00	\$41,594.00	\$11,200.10
							72.9%	

## SUBCONTRACT WORK ORDER

### Turner Construction Company

<b>Subcontractor:</b> North American Fence & Railing, Inc 515 23rd Avenue Oakland, CA, 94606-5306	<b>Office:</b> Bay Area	<b>Date:</b> 08/30/2018
	<b>Contract:</b> PG&E Warehouses, Brisbane	<b>Project Number:</b> 180027
	<b>Subcontract Work:</b> Fencing & Gates	<b>Sub#</b> 10026080

The terms and conditions of the Master Subcontract dated 05/24/2016 shall govern this Subcontract Work Order (SWO) with the exception of those modifications listed below:

1. Project: PG&E Warehouses, Brisbane
2. Premises: 3150 Geneva Avenue, Brisbane, CA, 94005
3. Architect:
4. Owner: PG&E Corporation
5. Date of General Contract: 09/04/2017
6. Overhead Markup: See formula for Changes
7. Profit Markup: See formula for Changes
8. Reserve applicable to this SWO is as follows: 10.00%
9. All invoices are to be identified to the above referenced SWO Number. Invoices are to be submitted to Turner Construction Company, located at 300 Frank H.Ogawa Plz, Ste 510, Oakland, CA, 94612.
10. Insurance Requirements

1. Worker's Compensation in accordance with Laws of the State in which the Work is situated.
2. General Liability: \$ 2,000,000.00 / combined single limit.  
General Aggregate: \$ 2,000,000.00

X Subcontractor Election A). The above insurance coverages shall be provided by insurance companies selected by the Subcontractor.

or

Subcontractor Election B). The above insurance coverages shall be provided through a consolidated insurance program (CCIP) arranged by **Turner Construction Company**. \$ \_\_\_\_\_ (The "Estimated Unburdened Payroll") warranted by Subcontractor as accurate for calculation of Insurance Premium for Subcontractor and enrolled Lower Tiers.

Subcontractor Election B, Sub-Part B-1. Project utilizes a consolidated insurance program (CCIP) arranged by **Turner Construction Company**. Subcontractor is an Excluded Prime Tier with Enrolled Lower Tier Subcontractors. \$ \_\_\_\_\_ (The "Estimated Unburdened Payroll") warranted by Subcontractor as accurate for calculation of Insurance Premium for enrolled Lower Tiers.

or

Subcontractor Election C). The above insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP.)

3. Automobile Liability : \$ 1,000,000.00 / per accident

4. Additional Insured: **TURNER CONSTRUCTION COMPANY, PACIFIC GAS AND ELECTRIC COMPANY (PG&E), ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES..**

11. 100% Payment & Performance Bonds (Y/N): **No**

A. If a Payment and Performance Bond is required by this SWO, Subcontractor and its surety hereby agree to execute and deliver to Turner in connection with the issuance of Change Orders under this SWO, Rider "A" amendments increasing the amount (penal sum) of the performance and payment bonds when Subcontractor is requested by Turner to do so. The reasonable premiums or other charges paid by Subcontractor for the procurement of the Rider "A" amendment requested by Turner will be paid as a part of the Change Order.

12. SWO Amount: **\$ 124,488.00**

13. Additional Provisions:  
**See 2A and 16A**

**North American Fence & Railing, Inc**

DocuSigned by:

BY:

Kira Comini

F8B24A60D7C540F...

President

9/25/2018

**Turner Construction Company**

DocuSigned by:

BY:

Chris Parker

AB14F5...

Chris Parker

Procurement Manager

9/27/2018

DS  
JM

DS  
EH

DATE: 08/30/18

**PG&E (EER) WAREHOUSES BRISBANE**  
**BRISBANE, CA**  
**TURNER PROJECT # 180027**  
**FENCING & GATES**

**ADDITIONAL PROVISIONS****1. The Subcontract Price is comprised of the following:**

Base Bid – Fencing & Gates	\$ 124,488.00
<b>Total Subcontract Price</b>	<b>\$ 124,488.00</b>

**2. Payment and Performance Bonds in accordance with Article XXIV and Attachment B of this Subcontract will NOT be required.****3. Alternates: The Subcontractor will provide the following Alternate Prices to be used for changes in the Work as directed by Turner. The alternate Prices listed below include all material, labor, fringes, taxes, overhead, profit and bond costs (if applicable). The inclusion of these Alternate Prices here does not obligate Turner to award the indicated work to the Subcontractor, however if such an award is made it will be done in accordance with these Alternate Prices and Article IX of the Subcontract.**

AP1	N/A	ADD/DEDUCT	\$	LS
AP2	N/A		\$	
AP3	N/A		\$	
AP4	N/A		\$	

**4. Unit Prices: The Subcontractor will provide the following Unit Prices to be used for changes in the Work as directed by Turner. The unit prices listed below include all material, labor, fringes, taxes, insurance, overhead, and profit. The inclusion of these Unit Prices here does not obligate Turner to award the indicated work to the Subcontractor, however if such an award is made it will be done in accordance with these Unit Prices, the "Formula for Changes" and Article IX of the Subcontract. **NOT USED AT THIS TIME******5. Labor Rates: The Subcontractor will provide labor rates at an appropriate time to Turner Construction Company Labor rates shall be verified by project team as necessary for work performed in accordance with Article IX of the Subcontract. The rates shall include onsite workman's compensation, general liability and exclude overhead and profit: **NOT USED AT THIS TIME******6. Preliminary Schedule: All work will be performed in accordance with Turner Construction Project Schedule.****7. Subcontractor is responsible for builders risk insurance deductibles if the cause of the deductible is their responsibility.****8. Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura payment management system proscribed by Contractor. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura payment management system. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders.**



**PG&E (EER) WAREHOUSES BRISBANE****DATE: 08/30/18****BRISBANE, CA****TURNER PROJECT # 180027****FENCING & GATES****ADDITIONAL PROVISIONS**

1. The Work shall be performed in accordance with the following Drawings, Specifications and Correspondence:

DRAWINGS: Item No. 03 Attachment A, Drawing List Dated 08/13/18

SPECIFICATIONS: The Subcontractor is responsible for the Work as referenced in the entire set of Specifications published for the Project, specifically including

General Conditions

Division 1 - General Requirements

CORRESPONDENCE ATTACHED TO CONTRACT:

Item No. 11 - Turner's **Attachment D** - Insurance Requirements dated 6/19/2017

Item No. 06 - PGE - Newark Warehouse Project Schedule dated 08/14/18 (Run Date)

Item No. 04 - Turner's **Attachment B 5** - Scope of Work dated 08/29/18CORRESPONDENCE FOUND ONLINE (LINK): <https://www.dropbox.com/sh/rw2kfaq3qncp36v/AAD8cTx8WQmMMlyBCQis8Vf2a?dl=0>Item No. 04 - Turner's **Attachment B 1-4** - General Scope of Work dated 6/14/2017~~Item No. 05 - Bid Form~~~~Item No. 05.1 - Non Collusion Affidavit (for Public Work Only)~~~~Item No. 05.2 - Sub Listing Form - Public Work Only~~

Item No. 07 - Turner Contract Form 36 CA

~~Item No. 10 - Turner's **Attachment C** - Additional Provisions for Design-Build Subcontractors dated 6/19/2017~~Item No. 11 - Turner's **Attachment D** - Insurance Requirements dated 6/19/2017~~Item No. 12 - Turner's Attachment F - Public Works Addendum~~Item No. 13 - Turner's **Formula for Changes** dated 6/19/2017~~Item No. 14A - Payment Bond Form~~~~Item No. 14B - Performance Bond Form~~Item No. 15 - Turner's **Subcontractor Procedures Manual** dated 6/19/2017

Item No. 16A - Norcal Environmental Health and Safety Requirements dated 2017

Item No. 17 - Turner's **Construction Waste Management Plan** dated 6/19/2017~~Item No. 18 - SB854 Fact Sheet 6.30.2014~~

Item No. 19.1 - Turner Accelerated Payment Program Sub Communication

Item No. 19.2 - Accelerated Payment Program Rider California Version

Item No. 20 - EEO Policy

Item No. 21 - Policy against Harassment

PGE - ERTC Newark Greater Bay Area Earthquake Emergency Restoration

PGE - Project Environment Review Newark

PGE - Small Area Substation Construction A-ESCP ETIC Rev12.29.10

PGE - Stockpile A-ESCP\_2017\_03

PGE - Exhibit 1A Diversity Statement dated 8.14.11

PGE - Exhibit 8 and 8A - NERC Requirements 4.2016

PGE - Good Housekeeping A-ESCP-Feb 2013

PGE - ISN FAQ's 07.11.2017

PGE - Supplier Code of Conduct

PGE - Contractor Safety Program Requirements

PGE - Newark Warehouse Project 12.01.017

Fremont - Waste Handling Plan

2. The Subcontractor acknowledges that Turner is signatory to collective bargaining agreement with the **Carpenters 46 Northern California Counties Conference Board**. Subcontractor and all lower tier subcontractors performing work covered by Turner's Carpenter Agreement will do so under the terms of said agreement and, if performing such work with its own forces, shall become signatory to the applicable Carpenters Agreement as a condition for performing the work.

The Subcontractor acknowledges that Turner is signatory to collective bargaining agreement with the **Northern California District Council of Laborers**. The Subcontractor shall perform all work covered by Turner's Laborers Agreement in accordance with all terms and conditions of said agreement, including the payment of wages and fringe benefits.

Subcontractor acknowledges that terms and conditions of the labor agreements with the unions identified above, may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO but not listed herein. When the terms and conditions of the noted labor agreements so require, Subcontractor shall perform its jobsite work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL-CIO.

**PG&E (EER) WAREHOUSES BRISBANE**

**DATE: 08/30/18**

**BRISBANE, CA**

**TURNER PROJECT # 180027**

**FENCING & GATES**

**ADDITIONAL PROVISIONS**

Should there be picketing on Turner's jobsite and Turner establishes a reserve gate for the Subcontractor's purpose, it shall be the obligation of Subcontractor to continue the proper performance of its work without interruption or delay. Should Turner, at its sole discretion, establish a reserve gate system on the project, the Subcontractor warrants that its employees and suppliers will use the reserved gate(s) designated for their use by Turner. Failure to perform in accordance with this provision shall constitute a material breach of the Subcontract.

Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing jobsite work of the type covered by any of the labor agreements referenced above to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to Subcontractor.





PG&E Brisbane Warehouses  
Turner Project #180027  
Fencing and Gates

08/29/18  
Item No. 04

### Attachment B – Scope of Work

#### 5.0 SCOPE OF WORK: Fencing and Gates

- a. **General Scope of Work:** The Work of this Agreement shall include but shall not be limited to the engineering, design, supervision, labor, equipment, tools, material, supplies, incidentals, scaffolding, cranes, operations and activities required by the Contract Documents or reasonably inferable by Subcontractor as necessary to produce the results intended by the Contract Documents. Work will be performed in a safe, expeditious, orderly, and workmanlike manner, in the best manner known to each respective trade, in compliance with all applicable codes and as permitted by all Authorities Having Jurisdiction (AHJ).
- b. **Specific Contract Documents:** This Scope of Work includes ALL work within the following Specification Sections.

Spec Section	Description
Division 32	Exterior Improvements

- c. The Specification Sections listed below contain specific work that is included as related to the scope of Work in this bid package. Other Sections may apply and the Subcontractor shall review all Specification Sections accordingly for work required to provide a complete system, and for coordination with other work.

Spec Section	Description
Division 3	Concrete

- d. The specific and standard inclusions listed below are intended to clarify and shall not limit in any way the responsibility for the Work included in the Specification Sections above.
- e. Certain aspects and/or components of Subcontractor's work may be performance-based (e.g. the work shall be engineered by Subcontractor or Subcontractor's engineer to perform in accordance with the Contract Documents – where indicated). If this is the case, Subcontractor shall engineer/design all components and connections as required to install the Work in accordance with manufacturer's warranty provisions. Components not shown on the Contract Documents, and required to effect completion of the Work, are included in



PG&E Brisbane Warehouses  
Turner Project #180027  
Fencing and Gates

08/29/18  
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### Attachment B – Scope of Work

Subcontractor's scope. Subcontractor shall submit said components for Architect's review and coordination with contiguous work.

- f. CONTRACT TYPE: This bid package will be under the award of a **Plan and Specification** subcontract. This is a **lump sum** contract.

#### 5.1 SPECIFIC INCLUSIONS:

- a. Provide Fencing and Gates as noted in the Contract Documents, including items that are not necessarily shown on the contract drawings but are required for installation of a complete system. If there are incomplete details for this scope of work, please bring to Turner's attention for clarification. Scope of work includes fencing and gates and all accessories as per the contract drawings or (includes decorative fencing and gates, chain link fencing and gates, barbed wire, etc.)
- b. Provide for multiple deliveries to support just-in-time deliveries per the project schedule.
- c. Provide all fencing, gates and hardware indicated in the contract drawings and described within the specifications. This includes any incidental work not shown or specified to provide the complete system, including, but not limited to structural supports and guide rails.
- d. Provide excavation and concrete for all fence footings. Includes guide track concrete. Provide sleeves and posts as required. Off-haul all spoils.
- e. Any work involving removal or handling of hazardous or contaminated soil is excluded.
- f. Includes installation of Knox boxes furnished by Turner.
- g. Protect adjacent work. All areas adjacent to work shall be left in same condition as received, +/- 0.10' to top of subgrade.
- h. Where fencing occurs at mow strip, asphalts or sidewalks, include cost to install post out of sequence from fencing. Include coordination cost with other trades.
- i. Provide sleeves and embeds for fencing and gates. Include layout and coordination with other trades.
- j. Provide any cutting, disposal and patch back of asphalt or concrete if required.
- k. Provide V-track for rolling gates embedded in concrete.
- l. Field measure prior to shop drawings or fabrication. Layout included for this scope of work.
- m. Include multiple move-ins as areas become ready.

#### 5.2 STANDARD INCLUSIONS:

- a. As it relates to this scope of work, wherever the Contract Documents refer to CM, CM at Risk, Construction Manager at Risk, or Contractor, it is in reference to the Subcontractor performing this scope of work.
- b. The Subcontractor has thoroughly reviewed the construction documents and acknowledges that care and coordination will be required to coordinate the work with all other trades. No additional cost shall be claimed by or paid to the Subcontractor for reasonable and normal adjustments resulting from the coordination of its work with that of other trades. Reasonable and normal shall be as determined by Turner Construction.
- c. No additional cost shall be claimed or paid for elements not sized on the drawings so long as the eventual sizing is reasonable for the design as intended.



PG&E Brisbane Warehouses  
Turner Project #180027  
Fencing and Gates

08/29/18  
Item No. 04

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**Attachment B – Scope of Work**

- d. If there is an inconsistency in the work shown on the contract documents, i.e. civil/architectural vs. that shown on the details, assume the drawing showing the greater scope of work to be correct.
- e. Provide work in full compliance with the requirements of this Subcontract, the Contract Documents, all applicable codes, and with any agency having jurisdiction over the work. In the event of a conflict, the more stringent requirement or higher level of quality shall be provided by Subcontractor at no additional cost.
- f. It is the Subcontractor's responsibility to address any questions for items shown on the contract drawings, reports, and specifications prior to bid. Any questions regarding the designs as shown on the contract documents, asked after the awarding of a contract, will be the responsibility of the Subcontractor.
- g. The subcontractor has visited the project site, is aware of the conditions at and adjacent to the site, and is fully familiar with all of the Contract Documents. Additionally the Subcontractor agrees that it has satisfied itself as to what the Subcontractor anticipates will be the character, quality, and quantity of surface and subsurface materials or obstacles that may be encountered during the performance of this Subcontract at the Project Site.
- h. All pricing provided by this Subcontractor is valid for the duration of construction and is not subject to material or labor escalation.
- i. All excavated slopes shall be maintained and protected in accordance with the Contract Documents, OSHA standards, and any other jurisdictional authority.
- j. All equipment on site shall meet City, County and local air emission standards.
- k. Subcontractor shall take necessary precautions during fueling, greasing, or minor repairs of on-site equipment to ensure no chemicals or materials contaminate soils.
- l. This Subcontractor shall provide all layout, and field engineering required for the performance of this work, including protection of reference points and replacement of such points that are lost or damaged during the execution of this work.
- m. Obtain approval by Structural Engineer of Record prior to making any penetrations or modifications of structural building components. All work to make penetrations required for this system is by this Subcontractor.
- n. Subcontractor is responsible for repairing any damages caused by their crews and equipment. All requirements and services identified in the Subcontractor Procedures Manual are part of these documents (permits, labor, EEO, temporary power, temporary water, storage, line and grade, hoists, safety, etc.).
- o. Shop drawings are to provide detailed information to the reviewer that materials and installation will conform to the project design. Shop drawings are to include adequate placing information including key plans, plan views, sections, elevations, dimensions, clearances, and other details as required for the proper installation of all materials. Coordinate shop drawings and details with Turner's project schedule & work sequencing.
- p. Furnish any templates required for installation of work.
- q. Coordinate with all other trades as required for special locations and point of connections for this scope of work.
- r. Coordinate all deliveries with the Turner Superintendent and comply with local governing agencies regarding delivery times and routes.
- s. Include off-hours stocking if required by Turner.



# Turner

PG&E Brisbane Warehouses  
Turner Project #180027  
Fencing and Gates

08/29/18  
Item No. 04

## Attachment B – Scope of Work

- t. Provide (furnish and install, typical) all material deliveries bundled, tagged, and sequenced for off-loading to match project schedule and sequencing as provided by Turner.
- u. All material tags are to be of a permanent nature that will weather job site conditions.
- v. Provide unloading and hoisting of own materials as required.
- w. Required to maintain a 'B' rating or better in ISNetwork throughout the duration of the project. Should contractor score drop below 'B' rating, subcontractor is responsible for any impacts to schedule or work.
- x. Adhere to the project's Stormwater Pollution Prevention Plan (SWPPP).
- y. Adhere to Turner Environmental Health and Safety Plan (EHASP).
- z. Complete Turner onsite safety orientation.

### 5.3 EXCLUSIONS:

- a. Permits
- b. Testing & Inspections except for re-testing due to failures.
- c. Hand digging of footing excavations.

### 5.4 UNIT PRICES:

The Subcontractor will provide the following unit prices in accordance with 5a - c for work performed in accordance with Article IX of the Subcontract. The rates are **inclusive** of labor, fringe benefits, materials, tools, equipment, plant, supplies, samples, shop drawings, layout, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, compliance with all requirements of any applicable governmental agency, overhead and profit, **exclusive** of all onsite insurance if project insurance is a CCIP or OCIP or **inclusive** of all onsite insurance if not a CCIP or OCIP, and shall be valid for the duration of the project. Subcontractor shall accept the unit prices for changes to the Work as noted in Subcontractor's completed bid form. Provide unit prices on the Bid Package Bid Form. Provide unit pricing for adding or deducting whole units of work. Any changes to the Contract Sum will be based on the net amount of adds or deducts. Unit costs listed are solely for calculating costs associated with changes to work in the Contract Documents.

N/A

### 5.5 ALTERNATES:

In accordance with item 5, provide the following Alternate prices **inclusive** of labor, fringe benefits, materials, tools, equipment, plant, supplies, samples, shop drawings, layout, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, compliance with all requirements of any applicable governmental agency, overhead and profit, **exclusive** of all onsite insurance if project insurance is a CCIP or OCIP or **inclusive** of all onsite insurance if not a CCIP or OCIP. Alternate prices are applicable for the duration of the project.

N/A



PG&E Brisbane Warehouses  
Turner Project #180027  
Fencing and Gates

08/29/18  
Item No. 04

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Attachment B – Scope of Work

5.6 SCHEDULE:

- a. All work will be performed in accordance to Item No. 06 Project Schedule dated 8/14/18 (Run date) for Martin Site. All work to be tied to durations identified in schedule. Start date and sequencing subject to change.
- b. Refer to Item No. 06 – Project Schedule for preliminary project schedule. Base bid pricing is to include all necessary schedule requirements per the project schedule including stacking of work in different sequences. Item No. 06 – Project Schedule is for reference only as a guide to be used for sequencing and durations in the proposal development process. The below additional schedule requirements are mandatory to be included in the base bid and take precedence over the Project Schedule.
- c. Procurement Schedule – At the time of contract award, provide lead time information for the following items: Fencing and Gates. Required to provide submittals within 1 week of contract execution.

**Turner**

Construction Company

300 Frank H. Ogawa Plaza, Suite 510

Oakland, CA 94612

(510) 267-0787

**Insurance Requirements**

Please review these insurance requirements for the PG&E WAREHOUSES - BRISBANE projects to submit (2) certificates and endorsements that meet the following requirements **PRIOR TO MOBILIZING ONSITE**

Make sure you have the following:

- ☐ You meet the minimum limits for your scope of work. (refer to chart below)
- ☐ These additional insured's are named on the cert. & the endorsement:

**TURNER CONSTRUCTION COMPANY, PACIFIC GAS AND ELECTRIC COMPANY (PG&E), ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES.**

- ☐ The endorsement has CG 20 10 11 85 or equivalent wording:
  - Covers Completed Operations or "**your work**" (Ongoing Ops is Unacceptable)
  - Stating that "**This policy is primary** and any other insurance maintained by the additional insured's shall be excess and non-contributory."
- ☐ Remember to **cross out** "will endeavor" and everything after "to the left" in the cancellation box.
  - If cannot cross out, have a signed letter on letterhead stating unable to provide.
- ☐ In general liability-aggregate make sure the "project box" is checked.
- ☐ Include your most **current worker's compensation** information\* with a minimum of \$1M coverage.
- ☐ Please make sure you have \$1M **Auto liability** and \$1M **Umbrella/Excess liability**.\*
- ☐ Please make sure you have \$3M **Professional liability (E&O)** \*. (Design Build ONLY)
- ☐ Please make sure you have \$5M/Occurrence & \$10M aggregate **Pollution Liability** (Asbestos Abatement/Remediation ONLY)
- ☐ **PLEASE PROVIDE VALID ENDORSEMENT** (with above requirements).
- ☐ Please provide us with a renewal (up to date) insurance certificate.

**Project Info:**

Project Name: PG&amp;E Warehouses - Brisbane

Project Address: 3150 Geneva Ave, Brisbane CA 94014

Project No.: 180027

\*Email the certificates and proper endorsements to mguzman@tcco.com, Jamassey@tcco.com and Bagacia@tcco.com

If you should have any questions, feel free to contact Marlene Guzman, at 510-267-8105

**\$2 MM (per occurrence & aggregate)**

Landscaping  
Fencing  
AC Paving, Curb & Gutter  
Rough Carpentry  
Ornamental Iron  
Finish Carpentry & Casework  
Insulation  
Doors, Frames & Hardware  
Overhead Doors & Grilles  
Drywall & Plaster  
Ceramic Tile  
Acoustic Ceiling Tile  
Flooring  
Paint  
Toilet Partitions/Access  
Window Coverings  
Specialties and Signage  
Bleachers & Playground Equipment  
Equipment and Furnishings  
\*\*Note: For non-urban sites -\$2 Million can be reduced to \$1 Million

**\$3 MM (per occurrence & aggregate)**

Site Utilities  
Site & Building Concrete (CIP on Metal Deck)  
Masonry  
Stone Pavers  
Exterior Wall Stone  
Rebar  
Structural & Miscellaneous Iron  
Space Frame  
Sheetmetal  
Waterproofing  
Windows-Glazing, Storefront, Curtain Wall  
Caulking  
Elevators  
Fire Protection  
HVAC/Plumbing/Controls  
Electrical  
Scaffolding

**\$5 MM (per occurrence & aggregate)**

Non-Structural Demolition  
Shoring  
Foundation Concrete or CIP Frame  
Structural Steel (no Tower Crane)  
Metal Deck  
Roofing  
Exterior Wall (no Tower Crane)  
Precast Concrete (No Tower Crane)  
Theater Rigging  
Grandstands  
Window Washing Equipment  
Mobile Cranes/Material & Man Hoists  
**\$10 MM (per occurrence & aggregate)**  
Tower Cranes

**\$20 MM (per occurrence & aggregate)**

Structural Demolition

\*\*Note:

On Subcontracts >\$5M limits equal to Contract value up to \$10M max.

1<sup>ST</sup> COI Holder: Turner Construction Company 300 Frank H. Ogawa Plaza, Suite 510. Oakland, CA 946122<sup>ND</sup> COI Holder: Pacific Gas and Electric Company c/o Exigis. One Market, Spear Tower. San Francisco, CA 94105



BRISBANE, CA  
180027

Item No. 11

## Attachment "D" - Insurance

To the fullest extent permitted by law, the Subcontractor hereby assumes the entire responsibility and liability for any and all physical and economic, actual or potential damage or injury of any kind or nature whatever (including death, business interruption or loss of use resulting therefrom) to all persons and entities, whether employees of any tier of the Subcontractor or otherwise, or as a result of a perceived risk of such damage or injury (including actions taken to avoid or contain such actual or potential damage or injury, whether required or incurred by a public authority or otherwise); caused by, resulting from, arising out of or occurring in connection with the Subcontractor's Work, Subcontractor's breaches of obligations under this Agreement, or its willful or negligent acts or omissions in the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Should any claims for such physical and economic, actual or potential damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon an Indemnified Party's alleged negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of an Indemnified Party, to the full extent permitted by law, including without limitation California Civil Code Sections 2782 and 2782.05, if applicable, the Subcontractor agrees to indemnify and save harmless the Indemnified Party from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that the Indemnified Party may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of the Indemnified Party, the immediate defense of any action at law or in equity which may be brought against the Indemnified Party upon or by reason of such claims and to pay on behalf of the Indemnified Party, upon demand, the amount of any judgment that may be entered against the Indemnified Party in any such action. Nothing contained in this Agreement requires Subcontractor to indemnify the Indemnified Party for Indemnified Party's own active negligence or willful misconduct.

To the fullest extent permitted by law, including without limitation California Civil Code Sections 2782 and 2782.05, if applicable, Subcontractor's duty to defend, save harmless and indemnify the Indemnified Parties is effective immediately upon tender of written notice by an Indemnified Party requesting that Subcontractor undertake its duty to defend and indemnify the Indemnified Parties. The Subcontractor's obligations under all of the terms and provisions of Article XXIII shall remain in force and effect.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

Nothing in this Agreement shall be deemed to relieve the Subcontractor of its obligations and responsibilities under a project wrap-up insurance program. To the fullest extent allowed by law, including without limitation California Civil Code Section 2782.9, where there are claims for losses and costs covered by such wrap-up program, the Subcontractor, if enrolled, shall be required to make a contribution towards the deductibles and/or self-insured retentions under such wrap-up insurance program.

Before commencing the Work, the Subcontractor shall procure and maintain, at his own expense, until completion and final acceptance of the Work at least the following insurance for offsite from insurance companies satisfactory to Turner:

1. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated.
2. COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work, with the following minimum limits:

Per Occurrence and in the Aggregate: See table below for limits. Contact a representative from Turner Construction Company with any questions or if your trade is not listed.

**\$2 MM (per occurrence & aggregate)**

Landscaping  
Fencing  
AC Paving, Curb & Gutter  
Rough Carpentry  
Ornamental Iron  
Finish Carpentry & Casework  
Insulation  
Doors, Frames & Hardware  
Overhead Doors & Grilles  
Drywall & Plaster  
Ceramic Tile  
Acoustic Ceiling Tile  
Flooring  
Paint  
Toilet Partitions/Access  
Window Coverings  
Specialties and Signage  
Bleachers & Playground Equipment  
Equipment and Furnishings  
\*\*Note: For non-urban sites - \$2 Million can be reduced to \$1 Million

**\$3 MM (per occurrence & aggregate)**

Site Utilities  
Site & Building Concrete (CIP on Metal Deck)  
Masonry  
Stone Pavers  
Exterior Wall Stone  
Rebar  
Structural & Miscellaneous Iron  
Space Frame  
Sheetmetal  
Waterproofing  
Windows-Glazing, Storefront, Curtain Wall  
Caulking  
Elevators  
Fire Protection  
HVAC/Plumbing/Controls  
Electrical  
Scaffolding

**\$5 MM (per occurrence & aggregate)**

Non-Structural Demolition  
Shoring  
Foundation Concrete or CIP Frame  
Structural Steel (no Tower Crane)  
Metal Deck  
Roofing  
Exterior Wall (no Tower Crane)  
Precast Concrete (No Tower Crane)  
Theater Rigging  
Grandstands  
Window Washing Equipment  
Mobile Cranes/Material & Man Hoists  
**\$10 MM (per occurrence & aggregate)**  
Tower Cranes

**\$20 MM (per occurrence & aggregate)**

Structural Demolition

\*\*Note:

On Subcontracts >\$5M limits equal to Contract value up to \$10M max.

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:  
Bodily Injury (including death) \$ 1,000,000 per accident and Property Damage
4. ALL RISK CONTRACTOR'S EQUIPMENT INSURANCE COVERAGE shall be provided by all Subcontractors utilizing a crane or other equipment in connection with the performance of the Work and insured to the full value of equipment.

Before commencing the Work, the Subcontractor shall furnish a certificate, satisfactory to Turner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration and limits of liability thereunder, and thereunder, and further providing that should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Subcontractor shall advise Contractor of the amount of any Deductible or Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Subcontractor shall be responsible for and agrees to pay and/or reimburse Contractor for any such Deductible or Self-Insured Retention. Turner, the Owner and their directors, officers and employees shall be named as an additional insured under these policies of insurance.

The policy shall be endorsed to stipulate that the insurance afforded the additional insureds, including "excess" policies, shall apply as primary insurance and that any other insurance maintained by Turner and the Owner shall be in excess only and shall not be called upon to contribute with this insurance.

If the Subcontractor fails to procure and maintain such insurance, Turner shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.



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**Turner**

**PG&E Brisbane Warehouse**

**Milestone Schedule**

Data Date: 13-Aug-18  
Run Date: 14-Aug-18  
12:44  
Page: 2 of 3



Activity ID	Activity Name	Original Start Duration	Finish	Jun	Jul	Aug	Qtr 3, 2018	Sep	Oct	Nov	Dec	Qtr 4, 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Qtr 3, 2019	Sep	Oct
RIF170	Install Low Voltage Devices / Hardware	7 14-Feb-19	25-Feb-19																				
RIF180	Install Signage	2 26-Feb-19	27-Feb-19																				
RIF200	Install Plywood Wall Backing.	5 26-Feb-19	04-Mar-19																				
RIF190	Install Racks	10 05-Mar-19	18-Mar-19																				
Project Close Out																							
CO100	Start-Up & Testing of Building	6 01-Mar-19	08-Mar-19																				
CO110	Contractor Pre-Punch List	1 01-Mar-19	01-Mar-19																				
CO120	PG&E Prepares Owner's Punchlist	2 04-Mar-19	05-Mar-19																				
CO130	Subs Address Owners Punch list Items	2 06-Mar-19	07-Mar-19																				
CO140	Life Safety Pre Test	2 11-Mar-19	12-Mar-19																				
CO150	Life Safety Test	1 15-Mar-19	15-Mar-19																				
CO160	Final Inspections	4 18-Mar-19	21-Mar-19																				
CO170	Substantial Completion	0	21-Mar-19																				
CO180	Project Close-out	14 22-Mar-19	10-Apr-19																				
CO190	Demobilization	4 26-Mar-19	29-Mar-19																				
Pull Plan - 1																							
Pull Plan - 2																							





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Job #: 180027 PG&E Martin Warehouse  
3150 Geneva Avenue  
Brisbane, California 94014

## Initial Submittal Final (10/12/17)

Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
CS-1	COVER SHEET	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
CS-2.1	CODE ANALYSIS AND EXIT DIAGRAM	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
CS-3.1	CALGREEN CHECKLIST	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
CS-3.2	CALGREEN CHECKLIST	0	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
<b>Civil</b>					
C-1.0	EXISTING CONDITIONS PLAN	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-2.0	SITE PREPARATION PLAN	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-3.0	LAYOUT PLAN	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-4.0	BUILDING PAD AND DRAINAGE PLAN	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-4.1	FEMA FLOOD MAP	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-5.0	UTILITY PLAN	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-6.0	EROSION CONTROL PLAN	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-6.1	CONSTRUCTION BMP PLAN	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-7.1	CONSTRUCTION DETAILS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-7.2	CONSTRUCTION DETAILS FLOW-THROUGH PLANTER	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-7.3	CONSTRUCTION DETAILS WATER	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
C-7.4	CONSTRUCTION DETAILS WATER	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
<b>Architectural</b>					
A-1.1	FLOOR PLAN AND ROOF PLAN	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
A-5.1	BUILDING ELEVATIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
A-6.1	BUILDING SECTIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
A-8.1	DOOR SCHEDULE AND DETAILS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
A-D-0.1	AERIAL SITE PLAN	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
A-D-1.2	SITE DETAILS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
<b>Structural</b>					
S-0.1	NOTES & MATERIAL PROPERTIES	1	09/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
S-0.2	STRUCTURAL SPECIAL INSPECTION AND TESTING	1	09/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
S-0.3	FOUNDATION NOTES AND SCHEDULE	1	09/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
S-1.0	FOUNDATION PLAN	1	09/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
S-2.0	SECTIONS AND DETAILS	1	09/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
S-2.1	CONCRETE STAIR AND PIPE BOLLARD DETAILS	1	09/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
S-3.0	TYPICAL DETAILS AND LIGHT POLE FOUNDATION	1	09/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
<b>Electrical</b>					
E-0.1	SYMBOLS LIST, ABBREVIATION	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E-1.1	SITE PLAN - ELECTRICAL	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E-1.1P	SITE PLAN - PHOTOMETRICS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E-2.1	FLOOR PLAN - ELECTRICAL	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E-3.1	RISER DIAGRAM AND DETAILS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)

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Job #: 180027 PG&E Martin Warehouse  
3150 Geneva Avenue  
Brisbane, California 94014

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Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
E4.1	TITLE 24 CALCULATIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E4.2	TITLE 24 CALCULATIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E4.3	TITLE 24 CALCULATIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E4.4	TITLE 24 CALCULATIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E4.5	TITLE 24 CALCULATIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E4.6	TITLE 24 CALCULATIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E4.7	TITLE 24 CALCULATIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
E4.8	TITLE 24 CALCULATIONS	1	10/12/2017	10/16/2017	Initial Submittal Final (10/12/17)
<b>Pre-Fab Building</b>					
	COVER SHEET	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
	CODES AND LOADS	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
4	ERECTION NOTES	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
	ANCHOR ROD PLAN	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
	PRIMARY AND ROOF BRACING PLAN	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
	PORTAL FRAME ELEVATION ALONG A	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
	PORTAL FRAME ELEVATION ALONG A	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
	FRAME CROSS SECTION AT FRAME LINE(S) 1	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
10	FRAME CROSS SECTION AT FRAME LINE(S) 2	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
11	FRAME CROSS SECTION AT FRAME LINE(S) 3	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
12	FRAME CROSS SECTION AT FRAME LINE(S) 4	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
13	FRAME CROSS SECTION AT FRAME LINE(S) 5	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
14	FRAME CROSS SECTION AT FRAME LINE(S) 6	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
15	FRAME CROSS SECTION AT FRAME LINE(S) 7	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
16	PORTAL FRAME ELEVATION ALONG F	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
17	PORTAL FRAME ELEVATION ALONG F	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
18	PRIMARY BRACING SED'S	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
19	ROOF SECONDARY PLAN	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
20	ROOF SECONDARY SED'S	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
21	ROOF SECONDARY SED'S	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
22	SECONDARY ELEVATION AT 1	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
23	SECONDARY ELEVATION AT A	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
24	SECONDARY ELEVATION AT 7	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
25	SECONDARY ELEVATION AT F	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
26	WALL SECONDARY SED'S	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
27	WALL SECONDARY SED'S	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
28	ROOF COVERING PLAN	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
29	COVERING ELEVATION AT 1	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
30	COVERING ELEVATION AT A	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
31	COVERING ELEVATION AT 7	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
32	COVERING ELEVATION AT F	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
33	COVERING & TRIM SED'S	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
34	COVERING & TRIM SED'S	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
35	COVERING & TRIM SED'S	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)





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Job #: 180027 PG&E Martin Warehouse  
3150 Geneva Avenue  
Brisbane, California 94014

Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
6	COVERING PERSPECTIVE	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
37	MRD50 DRAWING	1	06/29/2017	10/16/2017	Initial Submittal Final (10/12/17)
<b>Fire Protection</b>					
FP1 OF 4	UNDERGROUND PLAN	0	05/16/2017	05/16/2017	100% Package (Original Design) (05/16/17)
FP2 OF 4	DETAILS	0	05/16/2017	05/16/2017	100% Package (Original Design) (05/16/17)
FP3 OF 4	DETAILS AND SCHEDULES	0	05/16/2017	05/16/2017	100% Package (Original Design) (05/16/17)
FP4 OF 4	PIPING DETAIL	0	05/16/2017	05/16/2017	100% Package (Original Design) (05/16/17)
<b>Stacking</b>					
N.L.1.1	PLAN VIEW	0	06/05/2017	06/05/2017	100% Package (Original Design) (05/16/17)
N.L.E.1	ELEVATION VIEW	0	06/05/2017	06/05/2017	100% Package (Original Design) (05/16/17)
N.L.R.1 OF 1	RACKING DETAILS	0	06/05/2017	06/05/2017	100% Package (Original Design) (05/16/17)

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**Turner**

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Printed on Fri Jun 15, 2018 at 08:55 am PDT

Job #: 180027 PG&E Martin Warehouse  
3150 Geneva Avenue  
Brisbane, California 94014**Current Specifications**

Number	Description	Revision	Issued Date	Received Date	Set
<b>00 - Procurement and Contracting Requirements</b>					
00 01 10	Table of Contents	0	06/12/17	06/12/17	100% (Original Design)
00 02 93 00	Plants	0			None
<b>01 - General Requirements</b>					
01 00 00	General Requirements	0	06/12/17	06/12/17	100% (Original Design)
01 20 00	Project Submittals	0	06/12/17	06/12/17	100% (Original Design)
01 33 00	Submittal Procedures	0	06/12/17	06/12/17	100% (Original Design)
01 60 00	Product Requirements	0	06/12/17	06/12/17	100% (Original Design)
01 70 00	Execution Requirements	0	06/12/17	06/12/17	100% (Original Design)
01 71 74 19	Construction Waste Management	0	06/12/17	06/12/17	100% (Original Design)
<b>02 - Existing Conditions</b>					
02 41 19	Selective Demolition	0	11/21/17	12/11/17	12/11/17 Email from Heidi
<b>03 - Concrete</b>					
03 10 00	Concrete Forming and Accessories	0	06/12/17	06/12/17	100% (Original Design)
03 20 00	Concrete Reinforcing	0	06/12/17	06/12/17	100% (Original Design)
03 30 00	Cast-In-Place Concrete	0	06/12/17	06/12/17	100% (Original Design)
<b>05 - Metals</b>					
05 12 00	Structural Steel Framing	0	06/12/17	06/12/17	100% (Original Design)
05 50 00	Metal Fabrications	0	06/12/17	06/12/17	100% (Original Design)
<b>06 - Wood, Plastics, and Composites</b>					
06 16 00	Sheathing	0	06/12/17	06/12/17	100% (Original Design)
<b>07 - Thermal and Moisture Protection</b>					
07 62 00	Sheet Metal Flashing and Trim	0	06/12/17	06/12/17	100% (Original Design)
07 72 36	Automatic Smoke Vents	0	06/12/17	06/12/17	100% (Original Design)
07 90 00	Joint Sealants	0	06/12/17	06/12/17	100% (Original Design)
<b>08 - Openings</b>					
08 11 13	Steel Doors	0	06/12/17	06/12/17	100% (Original Design)
08 12 00	Steel Frames	0	06/12/17	06/12/17	100% (Original Design)
08 33 00	Overhead Coiling Doors	0	06/12/17	06/12/17	100% (Original Design)
08 71 00	Door Hardware	0	06/12/17	06/12/17	100% (Original Design)
08 74 00	Access Control Hardware	0	06/12/17	06/12/17	100% (Original Design)
<b>09 - Finishes</b>					
09 90 00	Paints and Coatings	0	06/12/17	06/12/17	100% (Original Design)
<b>10 - Specialties</b>					
10 52 00	Fire Extinguishers	0	06/12/17	06/12/17	100% (Original Design)





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Job #: 180027 PG&E Martin Warehouse  
3150 Geneva Avenue  
Brisbane, California 94014

Number	Description	Revision	Issued Date	Received Date	Set
<b>33 - Special Construction</b>					
13.12.00	Pre-Engineered Structures	0	06/12/17	06/12/17	100% (Original Design)
<b>16 - Electrical</b>					
16.00.00	Electrical - General Requirements and Basic Materials and Methods	0	06/12/17	06/12/17	100% (Original Design)
16.30.00	Communication Systems	0	06/12/17	06/12/17	100% (Original Design)
16.50.00	Lighting and Lighting Controls	0	06/12/17	06/12/17	100% (Original Design)
<b>31 - Earthwork</b>					
31.10.00	Site Clearing	1	11/21/17	12/11/17	12/11/17 Email from Heidi
31.20.00	Earth Moving	1	11/21/17	12/11/17	12/11/17 Email from Heidi
31.63.29	Drilled Concrete Piers and Shafts	0	06/12/17	06/12/17	100% (Original Design)
31.23.19	Dewatering	0	11/21/17	12/11/17	12/11/17 Email from Heidi
<b>32 - Exterior Improvements</b>					
32.11.00	Base Courses	1	11/21/17	12/11/17	12/11/17 Email from Heidi
32.12.16	Asphalt Paving	1	11/21/17	12/11/17	12/11/17 Email from Heidi
32.13.13	Concrete Paving	0	06/12/17	06/12/17	100% (Original Design)
32.31.13	Chain Link Fences and Gates	0	06/12/17	06/12/17	100% (Original Design)
<b>33 - Utilities</b>					
33.10.00	Water Utilities	1	11/21/17	12/11/17	12/11/17 Email from Heidi
33.41.00	Storm Utility Drainage Piping	0	06/12/17	06/12/17	100% (Original Design)
33.46.00	Subdrainage	1	11/21/17	12/11/17	12/11/17 Email from Heidi

# EXHIBIT B

# United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

- ☐ PG&E Corporation (19-30088)
- ☒ Pacific Gas and Electric Company (19-30089)

## Official Form 410

### Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

#### Part 1: Identify the Claim

1. Who is the current creditor?	North American Fence & Railing, Inc. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  North American Fence & Railing, Inc. c/o Rogers Joseph O'Donnell Attn: Aaron P. Silberman, Lauren B. Kramer 311 California Street San Francisco, CA 94104  Contact phone _____ Contact email _____	Where should payments to the creditor be sent? (if different)   Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2:****Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim?

\$ 13,981.20

Does this amount include interest or other charges?

☐ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Contract for labor, services, equipment, and/or materials for construction and improvement of projects on real property; mechanic's lien

9. Is all or part of the claim secured?

☐ No

☒ Yes. The claim is secured by a lien on property.

**Nature of property:**

☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:**

Mechanics lien; Notice of Continued Perfection of Lien

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ Unknown

Amount of the claim that is secured: \$ 13,981.20

Amount of the claim that is unsecured: \$ 0 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_%

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☒ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/17/19 (mm/dd/yyyy)

  
Signature

Print the name of the person who is completing and signing this claim:

Name	Aaron P. Silberman		
	First name	Middle name	Last name
Title	Attorney		
Company	Rogers Joseph O'Donnell		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	311 California Street, 10th Floor		
	Number	Street	
	San Francisco	CA	94104
	City	State	ZIP Code
Contact phone	(415) 956-2828	Email	asilberman@rjo.com

# Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  
18 U.S.C. §§ 152, 157 and 3571.

## How to fill out this form

- **Fill in all of the information about the claim as of January 29, 2019.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.**
- **Attach any supporting documents to this form.**  
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)  
  
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.**
- **For a minor child, fill in only the child's initials and the full name of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.**

## Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://restructuring.primeclerk.com/pge>.

## Understand the terms used in this form

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.  
11 U.S.C. § 503.

**Claim:** A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Secured claim under 11 U.S.C. § 506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

### Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

### Please send completed Proof(s) of Claim to:

#### If by first class mail:

PG&E Corporation Claims Processing Center  
c/o Prime Clerk LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

#### If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center  
c/o Prime Clerk LLC  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232

**You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):**

Chico Service Center  
350 Salem Street  
Chico, CA 95928

Marysville Service Center  
231 "D" Street  
Marysville, CA 95901

Napa Service Center  
1850 Soscol Ave. Ste 105  
Napa, CA 94559

Oroville Service Center  
1567 Huntoon Street  
Oroville, CA 95965

Redding Service Center  
3600 Meadow View Road  
Redding, CA 96002

Santa Rosa Service Center  
111 Stony Circle  
Santa Rosa, CA 95401

**Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.**

**Do not file these instructions with your form**



1 ROGERS JOSEPH O'DONNELL  
2 Aaron P. Silberman (State Bar No. 161021)  
3 asilberman@rjo.com  
4 Lauren B. Kramer (State Bar No. 259821)  
5 lkramer@rjo.com  
6 311 California Street  
7 San Francisco, California 94104  
8 Telephone: 415.956.2828  
9 Facsimile: 415.956.6457

10 Attorney for  
11 NORTH AMERICAN  
12 FENCE & RAILING, INC.

13 UNITED STATES BANKRUPTCY COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

16 In re  
17 PG&E CORPORATION,  
18 and  
19 PACIFIC GAS AND ELECTRIC  
20 COMPANY  
21 Debtors.

Case No. 19-30088 DM (Lead Case)

(Jointly Administered with Case No. 19-30089 DM)

Chapter 11

**NOTICE OF CONTINUED  
PERFECTION OF MECHANICS LIEN  
PURSUANT TO 11 U.S.C. § 546(b)(2)**

- 22 ☐ Affects PG&E Corporation  
23 ☐ Affects Pacific Gas and Electric  
24 Company  
25 ☐ Affects both Debtors.  
26 \* All papers shall be filed in the  
27 Lead Case No. 19-30088 DM.

28 North American Fence & Railing, Inc. ("NAFR"), by and through its  
undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under  
11 U.S.C. § 546(b)(2), as follows:

Page 1

Notice of Continued Perfection of Mechanic Lien Pursuant to 11 U.S.C. § 546(b)(2) - Case No. 19-30088 DM

Case: 19-30088 Doc# 2441 Filed: 06/06/19 Entered: 06/06/19 15:35:49 Page 1 of 493991.2

Case: 19-30088 Doc# 4886 Filed: 10/22/19 Entered: 10/22/19 16:05:38 Page 44 of 67



1           1.     NAFR is a corporation that has provided and delivered labor, services,  
2     equipment, and/or materials for the construction and improvement of projects on real  
3     property located in the County of Alameda, State of California (the "Property") and owned by  
4     PG&E Corporation and/or Pacific Gas and Electric Company (collectively, the "Debtors").

5           2.     Through March 12, 2019, the amount owing to NAFR is at least  
6     \$24,208.20.

7           3.     NAFR properly perfected its mechanics lien under California Civil  
8     Code §§ 8400, et seq., by timely recording its mechanics lien ("Claim of Lien") in the  
9     Official Records of the Alameda County, State of California, as more fully described in its  
10    Claim of Lien, a true and correct copy of which is attached hereto as Exhibit A.

11          4.     Pursuant to California Civil Code § 8400, an action to enforce a lien  
12    must be commenced within 90 days after recordation of the claim of lien. However, due to  
13    the automatic stay set forth in 11 U.S.C. § 362, NAFR is precluded from filing a state court  
14    action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that, when applicable  
15    law requires seizure of property or commencement of an action to perfect, maintain, or  
16    continue the perfection of an interest in property, and the property has not been seized or an  
17    action has not been commenced before the bankruptcy petition date, then the claimant shall  
18    instead give notice within the time fixed by law for seizing property or commencing an  
19    action. See 11 U.S.C. § 546(b)(2); In re Baldwin Builders, 232 B.R. 406 (9th Cir. 1999).

20          5.     Accordingly, NAFR hereby provides notice of its rights as a perfected  
21    lienholder in the Property pursuant to California's mechanics lien law. NAFR is filing and  
22    serving this notice to preserve, perfect, maintain, and continue the perfection of its lien and its  
23    rights in the Property to comply with the requirements of California state law, 11 U.S.C.  
24    §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice constitutes the  
25    legal equivalent of having commenced an action to foreclose the lien in the proper court. By  
26    this notice, the Debtors and other parties in interest are estopped from claiming that the  
27    lawsuit to enforce NAFR's mechanics lien was not timely commenced pursuant to applicable  
28

1 state law. NAFR intends to enforce its lien rights to the fullest extent permitted by applicable  
2 law. The interests perfected, maintained, or continued by 11 U.S.C. § 546(b)(2) extend in  
3 and to the proceeds, products, offspring, rents, or profits of the Property.

4 6. The filing of this notice shall not be construed as an admission that such  
5 filing is required under the Bankruptcy Code, the California mechanics lien law, or any other  
6 applicable law. In addition, NAFR does not make any admission of fact or law, and NAFR  
7 asserts that its lien is senior to and effective against entities that may have acquired rights or  
8 interests in the Property previously.

9 7. The filing of this notice shall not be deemed a waiver of NAFR's right  
10 to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of any  
11 other rights or defenses.

12 8. NAFR reserves all rights, including the right to amend or supplement  
13 this notice.

14  
15 Dated: June 3, 2019

ROGERS JOSEPH O'DONNELL

16  
17 By: /s Aaron P. Silberman

AARON P. SILBERMAN

18  
19 Attorney for  
20 NORTH AMERICAN FENCE &  
21 RAILING, INC.  
22  
23  
24  
25  
26  
27  
28

Page 3

NOTICE OF CONTINUED PERFECTION OF MECHANIC LIEN PURSUANT TO 11 U.S.C. § 546(b)(2) -

Case No. 19-30088 DM

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Case: 19-30088 Doc# 4886 Filed: 10/27/19 Entered: 10/27/19 16:01:38 Page 46 of 297

# EXHIBIT A



RECORDING REQUESTED BY:  
North American Fence & Railing, Inc.

AND WHEN RECORDED MAIL TO:  
North American Fence & Railing, Inc.

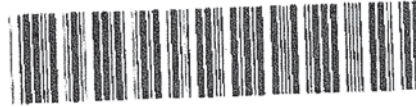
515 23rd Avenue  
Oakland, CA 94606



2019046230

03/13/2019 03:50 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
MELISSA WILK  
RECORDING FEE: 109.00



2 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

## MECHANICS LIEN

The undersigned claimant, North American Fence & Railing, Inc., 515 23rd Avenue, Oakland, CA 94606, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.


The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of Alameda, State of California, said land described as follows: 6690 Weber Road, Fremont, CA.

The sum of \$24,208.20 together with interest thereon at the rate of 0.00 percent per annum from March 12, 2019, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: Chain link fence.

Claimant furnished the work and/or materials at the request of, or under contract with: Turner Construction Company, 300 Frank H. Ogawa Plaza, #150, Oakland, CA 94612.

The owner(s) or reputed owner(s) of the property are: Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

Firm Name: North American Fence & Railing, Inc.

By:   
Naomi Samuela / Authorized Agent

### VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 12, 2019, at San Diego, California.

Firm Name: North American Fence & Railing, Inc.



Naomi Samuela / Authorized Agent

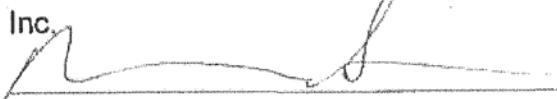
**PROOF OF SERVICE AFFIDAVIT  
DECLARATION OF SERVICE BY MAIL**  
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on 6690 Weber Road, Fremont, CA by first class certified mail, postage prepaid, on March 12, 2019, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on March 12, 2019, at San Diego, California.

Firm Name: North American Fence & Railing,  
Inc.



Naomi Samuela / Authorized Agent  
(69245)

**NOTICE OF MECHANICS LIEN  
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. The legal action must be filed with the court no later than 90 days after the date the mechanic's lien is recorded.

The party identified in the mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT [www.cslb.ca.gov](http://www.cslb.ca.gov).

\*\* ACCOUNTS RECEIVABLE \*\*  
 OPEN INVOICE REPORT  
 To Date

AGEING DATE: 10/14/19 (Also used to determine "Available Discounts")

JOB: 188004 TURNER CONSTRUCTION COMPANY

TRAN #	INV DATE	INV NUMBER / COMMENT	CUST#	DUE DATE	BALANCE DUE AMOUNT	AGE	RETENT / DISC EXP DATE	AMOUNT	NET DUE AMOUNT	PAY AMOUNT
		Ret 188004	00043		0.00			13,981.20R		
JOB TOTALS:					0.00				0.00	

AGEING OF	CURRENT	OVERDUE	30+	60+	90+	RETENTION:	13,981.20 R
BALANCE DUE:	0.00	0.00	0.00	0.00	0.00	GROSS BAL:	13,981.20



SWO (REV 11/17/10)

**SUBCONTRACT WORK ORDER**

Turner Construction Company

<b>Subcontractor:</b> North American Fence & Railing, Inc 515 23rd Avenue, Oakland, CA, 94606-5306	<b>Office:</b> Bay Area	<b>Date:</b> 01/10/2018
	<b>Contract:</b> PG&E Warehouses, Fremont	<b>Project Number:</b> 180026
	<b>Subcontract Work:</b> Fencing and Gates	<b>Sub#</b> 10026080
		<b>Work Order#</b> 4700097472

The terms and conditions of the Master Subcontract dated 05/24/2016 shall govern this Subcontract Work Order (SWO) with the exception of those modifications listed below:

- Project: PG&E Warehouses, Fremont
- Premises: 6690 Weber Road, Fremont, CA, 94538
- Architect:
- Owner: PG&E Corporation
- Date of General Contract: 09/04/2017
- Overhead Markup: See Formula For Changes
- Profit Markup: See Formula For Changes
- Reserve applicable to this SWO is as follows: **10.00%**
- All invoices are to be identified to the above referenced SWO Number. Invoices are to be submitted to Turner Construction Company, located at 300 Frank H. Ogawa Plz, Ste 510, Oakland, CA, 94612.
- Insurance Requirements

- Worker's Compensation in accordance with Laws of the State in which the Work is situated.
- General Liability: \$ 2,000,000.00 / combined single limit.  
General Aggregate: \$ 2,000,000.00

X Subcontractor Election A). The above insurance coverages shall be provided by insurance companies selected by the Subcontractor.

or

Subcontractor Election B). The above insurance coverages shall be provided through a consolidated insurance program (CCIP) arranged by **Turner Construction Company**. \$ \_\_\_\_\_ (The "Estimated Unburdened Payroll") warranted by Subcontractor as accurate for calculation of Insurance Premium for Subcontractor and enrolled Lower Tiers.

Subcontractor Election B, Sub-Part B-1. Project utilizes a consolidated insurance program (CCIP) arranged by **Turner Construction Company**. Subcontractor is an Excluded Prime Tier with Enrolled Lower Tier Subcontractors. \$ \_\_\_\_\_ (The "Estimated Unburdened Payroll") warranted by Subcontractor as accurate for calculation of Insurance Premium for enrolled Lower Tiers.

or

Subcontractor Election C). The above insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP.)

- Automobile Liability : \$ 1,000,000.00 / per accident

SWO (REV 11/17/10)

4. Additional Insured: **Turner Construction Company, The Turner Corporation, Owner TURNER CONSTRUCTION COMPANY, PACIFIC GAS AND ELECTRIC COMPANY(PG&E), ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES..**

11. 100% Payment & Performance Bonds (Y/N): **No**

A. If a Payment and Performance Bond is required by this SWO, Subcontractor and its surety hereby agree to execute and deliver to Turner in connection with the issuance of Change Orders under this SWO, Rider "A" amendments increasing the amount (penal sum) of the performance and payment bonds when Subcontractor is requested by Turner to do so. The reasonable premiums or other charges paid by Subcontractor for the procurement of the Rider "A" amendment requested by Turner will be paid as a part of the Change Order.

12. SWO Amount: **\$ 115,663.00**

13. Additional Provisions:  
**2A, 16A, and 16B**

**North American Fence & Railing, Inc**

DocuSigned by:

BY:

Kira Comini

F8B24A60D7C540F...

**Turner Construction Company**

DocuSigned by:

BY:

KAMRAN CHAUDHRY

**Kamran Chaudhry - Bay Area Procurement Manager**

DS  
MG

**PG&E EARTHQUAKE EMERGENCY RESTORATION (EER) WAREHOUSES**  
**FREMONT, CA**  
**TURNER PROJECT # 180026**  
**FENCING AND GATES**

**DATE: 1/10/18 Rev. 2/8/18**

**ADDITIONAL PROVISIONS**

1. **The Subcontract Price is comprised of the following:**

Base Bid – FENCING AND GATES	\$ 115,663
<b>Total Subcontract Price</b>	<b>\$ 115,663</b>

2. **Payment and Performance Bonds** in accordance with Article XXIV and Attachment B of this Subcontract will NOT be required.
3. **Alternates:** The Subcontractor will provide the following Alternate Prices to be used for changes in the Work as directed by Turner. The alternate Prices listed below include all material, labor, fringes, taxes, overhead, profit and bond costs (if applicable). The inclusion of these Alternate Prices here does not obligate Turner to award the indicated work to the Subcontractor, however if such an award is made it will be done in accordance with these Alternate Prices and Article IX of the Subcontract.

AP1	N/A	ADD/DEDUCT	\$	LS
AP2	N/A		\$	
AP3	N/A		\$	
AP4	N/A		\$	

4. **Unit Prices:** The Subcontractor will provide the following Unit Prices to be used for changes in the Work as directed by Turner. The unit prices listed below include all material, labor, fringes, taxes, insurance, overhead, and profit. The inclusion of these Unit Prices here does not obligate Turner to award the indicated work to the Subcontractor, however if such an award is made it will be done in accordance with these Unit Prices, the "Formula for Changes" and Article IX of the Subcontract. **NOT USED AT THIS TIME**
5. **Labor Rates:** The Subcontractor will provide labor rates at an appropriate time to Turner Construction Company Labor rates shall be verified by project team as necessary for work performed in accordance with Article IX of the Subcontract. The rates shall include onsite workman's compensation, general liability and exclude overhead and profit: **NOT USED AT THIS TIME**
6. **Preliminary Schedule:** All work will be performed in accordance with Turner Construction Project Schedule.
7. Subcontractor is responsible for builders risk insurance deductibles if the cause of the deductible is their responsibility.
8. Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura payment management system proscribed by Contractor. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura payment management system. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders.



**PG&E EARTHQUAKE EMERGENCY RESTORATION (EER) WAREHOUSES  
FREMONT, CA  
TURNER PROJECT # 180026  
FENCING AND GATES**

**DATE: 1/10/18 Rev. 2/8/18**

**ADDITIONAL PROVISIONS**

1. The Work shall be performed in accordance with the following Drawings, Specifications and Correspondence:

DRAWINGS: Item No. 03 Attachment A, Drawing List Dated 6/19/2017

SPECIFICATIONS: The Subcontractor is responsible for the Work as referenced in the entire set of Specifications published for the Project, specifically including

General Conditions

Division 1 - General Requirements

CORRESPONDENCE ATTACHED TO CONTRACT:

Item No. 11 - Turner's **Attachment D** - Insurance Requirements dated 6/19/2017

Item No. 06 - PGE - Newark Warehouse Project Schedule dated 1/5/2018 (Run Date)

Item No. 04 - Turner's **Attachment B 5** - Scope of Work dated ~~12/14/17~~ **REV 1/16/2018** Rev 1/26/18 Rev 2/7/2018

CORRESPONDENCE FOUND ONLINE (LINK): <https://turnernorcal.box.com/s/nsrz6zkuyhchw94hp443p7phtlrm1s46>

Item No. 04 - Turner's **Attachment B 1-4** - General Scope of Work dated 6/14/2017

~~Item No. 05 - Bid Form~~

~~Item No. 05.1 - Non Collusion Affidavit (for Public Work Only)~~

~~Item No. 05.2 - Sub Listing Form - Public Work Only~~

Item No. 07 - Turner Contract Form 36 CA

~~Item No. 10 - Turner's **Attachment C** - Additional Provisions for Design-Build Subcontractors dated 6/19/2017~~

Item No. 11 - Turner's **Attachment D** - Insurance Requirements dated 6/19/2017

~~Item No. 12 - Turner's **Attachment F** - Public Works Addendum~~

Item No. 13 - Turner's **Formula for Changes** dated 6/19/2017

~~Item No. 14A - Payment Bond Form~~

~~Item No. 14B - Performance Bond Form~~

Item No. 15 - Turner's **Subcontractor Procedures Manual** dated 6/19/2017

Item No. 16A - Norcal Environmental Health and Safety Requirements dated 2017

Item No. 17 - Turner's **Construction Waste Management Plan** dated 6/19/2017

~~Item No. 18 - SB854 Fact Sheet - 6.30.2014~~

Item No. 19.1 - Turner Accelerated Payment Program Sub Communication

Item No. 19.2 - Accelerated Payment Program Rider California Version

Item No. 20 - EEO Policy

Item No. 21 - Policy against Harassment

PGE - ERTC Newark Greater Bay Area Earthquake Emergency Restoration

PGE - Project Environment Review Newark

PGE - Small Area Substation Construction A-ESCP ETIC Rev12.29.10

PGE - Stockpile A-ESCP\_2017\_03

PGE - Exhibit 1A Diversity Statement dated 8.14.11

PGE - Exhibit 8 and 8A - NERC Requirements 4.2016

PGE - Good Housekeeping A-ESCP-Feb 2013

PGE - ISN FAQ's 07.11.2017

PGE - Supplier Code of Conduct

PGE - Contractor Safety Program Requirements

PGE - Newark Warehouse Project 12.01.017

Fremont - Waste Handling Plan

**PG&E EARTHQUAKE EMERGENCY RESTORATION (EER) WAREHOUSES  
FREMONT, CA  
TURNER PROJECT # 180026  
FENCING AND GATES**

**DATE: 1/10/18 Rev. 2/8/18**

**ADDITIONAL PROVISIONS**

2. The Subcontractor acknowledges that Turner is signatory to collective bargaining agreement with the **Carpenters 46 Northern California Counties Conference Board**. Subcontractor and all lower tier subcontractors performing work covered by Turner's Carpenter Agreement will do so under the terms of said agreement and, if performing such work with its own forces, shall become signatory to the applicable Carpenters Agreement as a condition for performing the work.

The Subcontractor acknowledges that Turner is signatory to collective bargaining agreement with the **Northern California District Council of Laborers**. The Subcontractor shall perform all work covered by Turner's Laborers Agreement in accordance with all terms and conditions of said agreement, including the payment of wages and fringe benefits.

Subcontractor acknowledges that terms and conditions of the labor agreements with the unions identified above, may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO but not listed herein. When the terms and conditions of the noted labor agreements so require, Subcontractor shall perform its jobsite work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL-CIO.

Should there be picketing on Turner's jobsite and Turner establishes a reserve gate for the Subcontractor's purpose, it shall be the obligation of Subcontractor to continue the proper performance of its work without interruption or delay. Should Turner, at its sole discretion, establish a reserve gate system on the project, the Subcontractor warrants that its employees and suppliers will use the reserved gate(s) designated for their use by Turner. Failure to perform in accordance with this provision shall constitute a material breach of the Subcontract.

Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing jobsite work of the type covered by any of the labor agreements referenced above to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to Subcontractor.

Subcontractor shall comply with all equal employment opportunity and affirmative action requirements promulgated by any governmental authority, including, without limitation, the requirements of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925, 11114 and 11246, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1991 and the Family and Medical Leave Act of 1993. Subcontractor shall comply with and agrees to be bound by all applicable Federal, State and local laws and regulations, including, but not limited to, all Fair Labor Standards Act provisions and California Labor Code provisions covering the work. Upon request, Subcontractor agrees to submit certified payroll reports to Turner no later than three (3) working days after labor has been paid.



PG&E EER Warehouses  
Turner Project #180026  
Fencing and Gates

02/07/18  
Item No. 04

### Attachment B – Scope of Work

#### 5.0 SCOPE OF WORK: Fencing and Gates

- a. **General Scope of Work:** The Work of this Agreement shall include but shall not be limited to the engineering, design, supervision, labor, equipment, tools, material, supplies, incidentals, scaffolding, cranes, operations and activities required by the Contract Documents or reasonably inferable by Subcontractor as necessary to produce the results intended by the Contract Documents. Work will be performed in a safe, expeditious, orderly, and workmanlike manner, in the best manner known to each respective trade, in compliance with all applicable codes and as permitted by all Authorities Having Jurisdiction (AHJ).
- b. **Specific Contract Documents:** This Scope of Work includes ALL work within the following Specification Sections.

Spec Section	Description
Division 32	Exterior Improvements

- c. The Specification Sections listed below contain specific work that is included as related to the scope of Work in this bid package. Other Sections may apply and the Subcontractor shall review all Specification Sections accordingly for work required to provide a complete system, and for coordination with other work.

Spec Section	Description
Division 3	Concrete

- d. The specific and standard inclusions listed below are intended to clarify and shall not limit in any way the responsibility for the Work included in the Specification Sections above.
- e. Certain aspects and/or components of Subcontractor's work may be performance-based (e.g. the work shall be engineered by Subcontractor or Subcontractor's engineer to perform in accordance with the Contract Documents – where indicated). If this is the case, Subcontractor shall engineer/design all components and connections as required to install the Work in accordance with manufacturer's warranty provisions. Components not shown on the Contract Documents, and required to effect completion of the Work, are included in





PG&E EER Warehouses  
Turner Project #180026  
Fencing and Gates

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### Attachment B – Scope of Work

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Spec Section	Description
Division 32	Exterior Improvements

- c. The Specification Sections listed below contain specific work that is included as related to the scope of Work in this bid package. Other Sections may apply and the Subcontractor shall review all Specification Sections accordingly for work required to provide a complete system, and for coordination with other work.

Spec Section	Description
Division 3	Concrete

- d. The specific and standard inclusions listed below are intended to clarify and shall not limit in any way the responsibility for the Work included in the Specification Sections above.
- e. Certain aspects and/or components of Subcontractor's work may be performance-based (e.g. the work shall be engineered by Subcontractor or Subcontractor's engineer to perform in accordance with the Contract Documents – where indicated). If this is the case, Subcontractor shall engineer/design all components and connections as required to install the Work in accordance with manufacturer's warranty provisions. Components not shown on the Contract Documents, and required to effect completion of the Work, are included in



PG&E EER Warehouses  
Turner Project #180026  
Fencing and Gates

02/07/18  
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### Attachment B – Scope of Work

Subcontractor's scope. Subcontractor shall submit said components for Architect's review and coordination with contiguous work.

- f. CONTRACT TYPE: This bid package will be under the award of a **Plan and Specification** subcontract. This is a **lump sum** contract.

#### 5.1 SPECIFIC INCLUSIONS:

- a. Provide Fencing and Gates as noted in the Contract Documents, including items that are not necessarily shown on the contract drawings but are required for installation of a complete system. If there are incomplete details for this scope of work, please bring to Turner's attention for clarification. Scope of work includes fencing and gates and all accessories as per the contract drawings or (includes decorative fencing and gates, chain link fencing and gates, barbed wire, etc....)
- b. Provide for multiple deliveries to support just-in-time deliveries per the project schedule.
- c. Provide all fencing, gates and hardware indicated in the contract drawings and described within the specifications. This includes any incidental work not shown or specified to provide the complete system, including, but not limited to structural supports and guide rails.
- d. Provide excavation and concrete for all fence footings. Includes guide track concrete. Provide sleeves and posts as required. Off-haul all spoils.
- e. Any work involving removal or handling of hazardous or contaminated soil is excluded.
- f. Includes installation of Knox boxes furnished by Turner.
- g. Protect adjacent work. All areas adjacent to work shall be left in same condition as received, +/- 0.10' to top of subgrade.
- h. Where fencing occurs at mow strip, asphalts or sidewalks, include cost to install post out of sequence from fencing. Include coordination cost with other trades.
- i. Provide sleeves and embeds for fencing and gates. Include layout and coordination with other trades.
- j. Provide any cutting, disposal and patch back of asphalt or concrete if required.
- k. Provide V-track for rolling gates embedded in concrete.
- l. Field measure prior to shop drawings or fabrication. Layout included for this scope of work.
- m. Include multiple move-ins as areas become ready.

#### 5.2 STANDARD INCLUSIONS:

- a. As it relates to this scope of work, wherever the Contract Documents refer to CM, CM at Risk, Construction Manager at Risk, or Contractor, it is in reference to the Subcontractor performing this scope of work.
- b. The Subcontractor has thoroughly reviewed the construction documents and acknowledges that care and coordination will be required to coordinate the work with all other trades. No additional cost shall be claimed by or paid to the Subcontractor for reasonable and normal adjustments resulting from the coordination of its work with that of other trades. Reasonable and normal shall be as determined by Turner Construction.
- c. No additional cost shall be claimed or paid for elements not sized on the drawings so long as the eventual sizing is reasonable for the design as intended.



PG&E EER Warehouses  
Turner Project #180026  
Fencing and Gates

02/07/18  
Item No. 04

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**Attachment B – Scope of Work**

- d. If there is an inconsistency in the work shown on the contract documents, i.e. civil/architectural vs. that shown on the details, assume the drawing showing the greater scope of work to be correct.
- e. Provide work in full compliance with the requirements of this Subcontract, the Contract Documents, all applicable codes, and with any agency having jurisdiction over the work. In the event of a conflict, the more stringent requirement or higher level of quality shall be provided by Subcontractor at no additional cost.
- f. It is the Subcontractor's responsibility to address any questions for items shown on the contract drawings, reports, and specifications prior to bid. Any questions regarding the designs as shown on the contract documents, asked after the awarding of a contract, will be the responsibility of the Subcontractor.
- g. The subcontractor has visited the project site, is aware of the conditions at and adjacent to the site, and is fully familiar with all of the Contract Documents. Additionally the Subcontractor agrees that it has satisfied itself as to what the Subcontractor anticipates will be the character, quality, and quantity of surface and subsurface materials or obstacles that may be encountered during the performance of this Subcontract at the Project Site.
- h. All pricing provided by this Subcontractor is valid for the duration of construction and is not subject to material or labor escalation.
- i. All excavated slopes shall be maintained and protected in accordance with the Contract Documents, OSHA standards, and any other jurisdictional authority.
- j. All equipment on site shall meet City, County and local air emission standards.
- k. Subcontractor shall take necessary precautions during fueling, greasing, or minor repairs of on-site equipment to ensure no chemicals or materials contaminate soils.
- l. This Subcontractor shall provide all layout, and field engineering required for the performance of this work, including protection of reference points and replacement of such points that are lost or damaged during the execution of this work.
- m. Obtain approval by Structural Engineer of Record prior to making any penetrations or modifications of structural building components. All work to make penetrations required for this system is by this Subcontractor.
- n. Subcontractor is responsible for repairing any damages caused by their crews and equipment. All requirements and services identified in the Subcontractor Procedures Manual are part of these documents (permits, labor, EEO, temporary power, temporary water, storage, line and grade, hoists, safety, etc.).
- o. Shop drawings are to provide detailed information to the reviewer that materials and installation will conform to the project design. Shop drawings are to include adequate placing information including key plans, plan views, sections, elevations, dimensions, clearances, and other details as required for the proper installation of all materials. Coordinate shop drawings and details with Turner's project schedule & work sequencing.
- p. Furnish any templates required for installation of work.
- q. Coordinate with all other trades as required for special locations and point of connections for this scope of work.
- r. Coordinate all deliveries with the Turner Superintendent and comply with local governing agencies regarding delivery times and routes.
- s. Include off-hours stocking if required by Turner.





PG&E EER Warehouses  
Turner Project #180026  
Fencing and Gates

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Item No. 04

### Attachment B – Scope of Work

- t. Provide (furnish and install, typical) all material deliveries bundled, tagged, and sequenced for off-loading to match project schedule and sequencing as provided by Turner.
- u. All material tags are to be of a permanent nature that will weather job site conditions.
- v. Provide unloading and hoisting of own materials as required.

#### 5.3 EXCLUSIONS:

- a. Permits
- b. Testing & Inspections except for re-testing due to failures.
- c. Hand digging of footing excavations.

#### 5.4 UNIT PRICES:

The Subcontractor will provide the following unit prices in accordance with 5a - c for work performed in accordance with Article IX of the Subcontract. The rates are **inclusive** of labor, fringe benefits, materials, tools, equipment, plant, supplies, samples, shop drawings, layout, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, compliance with all requirements of any applicable governmental agency, overhead and profit, **exclusive** of all onsite insurance if project insurance is a CCIP or OCIP or **inclusive** of all onsite insurance if not a CCIP or OCIP, and shall be valid for the duration of the project. Subcontractor shall accept the unit prices for changes to the Work as noted in Subcontractor's completed bid form. Provide unit prices on the Bid Package Bid Form. Provide unit pricing for adding or deducting whole units of work. Any changes to the Contract Sum will be based on the net amount of adds or deducts. Unit costs listed are solely for calculating costs associated with changes to work in the Contract Documents.

UP1	Description	ADD/DEDUCT	\$	/ ton
UP2	Description	ADD/DEDUCT	\$	/ sf

#### 5.5 ALTERNATES:

In accordance with item 5, provide the following Alternate prices **inclusive** of labor, fringe benefits, materials, tools, equipment, plant, supplies, samples, shop drawings, layout, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, compliance with all requirements of any applicable governmental agency, overhead and profit, **exclusive** of all onsite insurance if project insurance is a CCIP or OCIP or **inclusive** of all onsite insurance if not a CCIP or OCIP. Alternate prices are applicable for the duration of the project.

AL1	Description	ADD/DEDUCT	\$
AL2	Description	ADD/DEDUCT	\$

#### 5.6 SCHEDULE:

- a. All work will be performed in accordance to Item No. 06 Project Schedule dated 01/05/18 (data date).



PG&E EER Warehouses  
Turner Project #180026  
Fencing and Gates

02/07/18  
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**Attachment B – Scope of Work**

- b. Refer to Item No. 06 – Project Schedule for preliminary project schedule. Base bid pricing is to include all necessary schedule requirements per the project schedule including stacking of work in different sequences. Item No. 06 – Project Schedule is for reference only as a guide to be used for sequencing and durations in the proposal development process. The below additional schedule requirements are mandatory to be included in the base bid and take precedence over the Project Schedule.
- c. It will not be acceptable to delay the schedule due to inability to perform work from weather.

Activity ID	Activity Name	Original Duration	Start	Finish
<b>PG&amp;E - 2018.01.05 Newark Yard Warehouse</b>				
<b>Newark Yard Project Milestones</b>				
MS-00	Project Notice-To-Proceed	584	31-May-16 A	25-Sep-18
MS-40	Submit Building Permit	0	11-Jul-16 A	25-Sep-18
MS-50	Obtain Building Permit	0	06-Jul-17 A	
MS-60	Construction Start	0	18-Jan-18	10-Jan-18
MS-10	Foundations Complete	0		20-Mar-18
MS-20	Building Shell Complete	0		29-May-18
MS-30	Substantially Weathertight	0		19-Jun-18
SUM-800	Start-Up / Testing	0		05-Jul-18
MS-90	Substantial Completion - Building	0		21-Aug-18
MS-99	Final Close Out - Project Complete	0		25-Sep-18
<b>Newark Yard Summary</b>				
SUM-100	Permitting	263	06-Jul-17 A	05-Sep-18
SUM-200	Project Procurement	38	06-Jul-17 A	10-Jan-18
SUM-300	Foundations	135	05-Jan-18	18-Jul-18
SUM-400	Exterior	23	15-Feb-18	20-Mar-18
SUM-500	Structure	93	11-Apr-18	21-Aug-18
SUM-600	Rough-In Finishes	45	17-Apr-18	19-Jun-18
SUM-700	Closeout	32	05-Jul-18	17-Aug-18
SUM-700	Closeout	10	22-Aug-18	05-Sep-18
<b>Newark Yard Project Initiation</b>				
RFP-1040	PG&E to Award and Issue CWA through Construction Drawings / Pe	0	31-May-16 A	
RFP-104C	PG&E Re-Issued CWA through Construction Drawings / Permitting	0	11-Jul-16 A	
<b>Newark Yard Project Design</b>				
<b>Newark Yard Project V Design (6% - 50%)</b>		15	23-Jun-16 A	27-Jul-16 A
VD-1010	Kick-off Meeting with PG&E	0	28-Jun-16 A	
VD-1030	Review PG&E Business Case	5	28-Jun-16 A	27-Jul-16 A
VD-1020	Review Program Requirements	5	29-Jun-16 A	19-Jul-16 A
VD-1040	Review Black & Veatch (BV) Warehouse Specification	5	05-Jul-16 A	11-Jul-16 A
<b>Newark Yard Project Schematic Design (30%)</b>				
SD-1070	Create Site Investigation Report (SIR)	165	28-Jun-16 A	02-Feb-17 A
SD-1020	Site Visit - Martin Yard	22	28-Jun-16 A	27-Jul-16 A
SD-1120	Site Visit - Newark Yard	1	12-Jul-16 A	12-Jul-16 A
SD-1000	Develop Owner's Project Requirements (OPR)	1	26-Jul-16 A	28-Jul-16 A
SD-1030	PG&E User Meeting - Review SIR	10	27-Jul-16 A	23-Aug-16 A
SD-1110	Identify City Planning Submittals	5	27-Jul-16 A	05-Aug-16 A
SD-1060	Develop Schematic Drawings (30% Design)	5	27-Jul-16 A	29-Jul-16 A
SD-1040	PG&E Review OPR - Provide Comment	1	29-Jul-16 A	19-Aug-16 A
SD-1080	PG&E User Meeting - Review SD (30% Design Docs)	0	23-Aug-16 A	23-Aug-16 A
SD-1090	PG&E Review (30% Design Docs) / Proposed Utility Plan / Soils Rp	10	24-Aug-16 A	13-Oct-16 A
SD-1130	PG&E CRESS Review (30% Design Docs)	10	29-Sep-16 A	13-Oct-16 A
SD-1100	Warehouse Team Review / Approve CRESS Comments	5	13-Oct-16 A	14-Oct-16 A
SD-1140	Warehouse Building - Updated 30% Drawings	20	25-Oct-16 A	21-Nov-16 A

Turner

Project Schedule - Update 01/05/18

Remaining Work  
Critical Remaining Work  
Actual Level of Effort  
Actual Work  
Milestone

Data Date: 05-Jan-18  
Run Date: 05-Jan-18 11:37  
Page 1 of 4



PGE - 2018.01.05 Newark Yard Warehouse

Activity ID	Activity Name	Original Duration	Start	Finish
SD-1150	PG&E Review Updated 30% Drawing (BV and CRESS)	18	22-Nov-16 A	17-Jan-17 A
SD-1160	Page turn of Updated 30% Drawings-Receive Comments	1	20-Dec-16 A	20-Dec-16 A
SD-1170	Revise Updated 30% plans comments from BV and CRESS	12	10-Jan-17 A	20-Jan-17 A
SD-1050	Pre-Application Mtg with City Planning	1	01-Feb-17 A	01-Feb-17 A
SD-1180	City to provide comments on Pre-App Mtg. PG&E to provide Respo	1	02-Feb-17 A	02-Feb-17 A
<b>Newark Yard Project Design Development (60%)</b>				
DD-1120	Design Development Drawings - Arch/Civil (60% Design Docs)	20	23-Jan-17 A	24-Feb-17 A
DD-1200	Submit DD to PG&E for Review / Approve (60% Design Docs)	1	27-Feb-17 A	27-Feb-17 A
DD-1115	Develop & Publish Soils Report	5	03-Mar-17 A	11-Apr-17 A
DD-1140	Submit DD (Complete) to PG&E for Review/Approval	0	14-Mar-17 A	14-Mar-17 A
DD-1221	Design Development (60% Design Docs) Page Turn Meeting	0	28-Mar-17 A	28-Mar-17 A
DD-1130	Design Development Drawings - Incorporate Soils Report	8	11-Apr-17 A	30-Apr-17 A
DD-1145	Prepare/Validate DD (60% Design Docs) Estimate	10	01-Aug-17 A	04-Aug-17 A
<b>Newark Yard Project Construction Documents (90%)</b>				
CD-1005	Incorporate PG&E Consultants - IT/ sec / Etc.	5	28-Apr-17 A	20-Jun-17 A
CD-1070	Prepare CD Drawings (90% Drawings & Specs)	10	05-May-17 A	18-May-17 A
CD-1000	Complete CD (90% Drawings & Specs)	0	18-May-17 A	18-May-17 A
CD-1020	Publish 90% CD Set to Team	0	18-May-17 A	18-May-17 A
CD-1040	Team to review 90% CD & Provide Comments	10	19-May-17 A	02-Jun-17 A
CD-1045	CD Drawings (90% Design Docs) Page Turn Meeting	1	23-May-17 A	23-May-17 A
CD-1060	Develop Permit Set w/ contractibility & PG&E	5	12-Jun-17 A	06-Jul-17 A
CD-1050	Complete 90% CD Estimate / Prep for Permit	8	02-Aug-17 A	11-Aug-17 A
<b>Newark Yard Project Final Job Estimate (Phases 1-2)</b>				
Phase 1 Pricing		175	05-May-17 A	11-Jun-17 A
GMP-3	Finalize Subcontracts - Phase 1 Pricing	68	05-May-17 A	07-Jun-17 A
GMP-2	Develop phase 1 Pricing - long Lead Items	20	06-Mar-17 A	07-Jun-17 A
GMP-2	Submit Phase 1 Pricing to PG&E for Approval of SD Estimate	10	30-Mar-17 A	25-Apr-17 A
GMP-2	PG&E to Review & Approve Phase 1 Pricing	0	12-Apr-17 A	12-Apr-17 A
GMP-2	PG&E to issue CD for Phase 1 Work Release	10	04-May-17 A	15-May-17 A
Phase 2 GMP		127	15-Jun-17 A	11-Jun-18
GMP-3	Develop Phase 2 Pricing - Construction	10	19-Jun-17 A	01-Sep-17 A
GMP-3	Bid Levelling - Phases 2 Pricing	5	31-Aug-17 A	07-Sep-17 A
GMP-3	Develop GMP Quals and Assumption	5	08-Sep-17 A	06-Oct-17 A
GMP-3	Submit Phase 2 Pricing to PG&E for Approval	0	06-Oct-17 A	06-Oct-17 A
GMP-3	PG&E to Review & Approve Phase 2 Pricing	8	06-Oct-17 A	17-Oct-17 A
GMP-3	PG&E to issue CWA for Phase 2 Work Release	28	17-Oct-17 A	06-Dec-17 A
GMP-3	Update Subcontractor Pricing From Permit Comments	10	23-Oct-17 A	05-Jan-18
GMP-3	Finalize Subcontracts - Phase 2 Pricing	15	01-Dec-17 A	11-Jan-18
<b>Newark Yard Project Procurement</b>				
PR-1010	Metal Building Submittals	200	08-Jun-17 A	18-Jul-18
PR-1000	Develop Submittal/Long Lead List	20	08-Jun-17 A	12-Jun-17 A
PR-1060	Procure Metal Building	15	05-Jan-18	26-Jan-18
PR-1020	Electrical Submittals	60	22-Jan-18	16-Apr-18*
PR-1030	Mechanical & Plumbing Submittals	15	17-Apr-18	07-May-18

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Remaining Level of Effort	Remaining Work
Actual Level of Effort	Critical Remaining Work
Actual Work	Milestone

Project Schedule - Update 01/05/18

# Turner

PGEW-Soils21 - B2-41

PGE - 2018.01.05 Newark Yard Warehouse

Activity ID	Activity Name	Original Duration	Start	Finish	2018	2019
PR-1050	D/F/H Submittal	25	17-Apr-18	21-May-18		
PR-1040	Millwork Submittal	15	03-May-18	23-May-18		
PR-1070	Procure Electrical Materials	30	08-May-18	19-Jun-18		
PR-1080	Procure Mechanical & Plumbing Materials	30	08-May-18	19-Jun-18		
PR-1090	Procure D/F/H	40	22-May-18	18-Jul-18		
PR-1100	Procure Millwork	30	24-May-18	06-Jul-18		
<b>Newark Yard Project Permitting</b>						
P-3000	Submit for Building Permit	1	06-Jul-17 A	07-Jul-17 A		
P-3010	City Plan Check (round 1)	20	07-Jul-17 A	11-Aug-17 A		
P-3070	Stop Notice from PG&E	6	09-Aug-17 A	28-Aug-17 A		
P-2020	City Plan Check Complete (round 1)	0		11-Aug-17 A		
P-3100	Remobilize Staff After Re-Authorization to Proceed	5	28-Aug-17 A	05-Sep-17 A		
P-3020	Design Team Address & Respond to Plan Check Comments - Building Permit	10	06-Sep-17 A	02-Oct-17 A		
P-3090	Resolve Added City Storm Drain Design Constraints	12	06-Sep-17 A	29-Sep-17 A		
P-3110	PG&E Provide Required Survey and Utility As-Build Information on	16	06-Sep-17 A	26-Oct-17 A		
P-3030	Resubmit for City Plan Check (round 2)	0		02-Oct-17 A		
P-3040	City Plan Check (round 2)	25	03-Oct-17 A	26-Oct-17 A		
P-3060	PG&E Submit for SWPPP Plan Approval	0	05-Oct-17 A			
P-3160	Weber Road Water Line Design	6	25-Oct-17 A	09-Nov-17 A		
P-3230	Delay - Outdoor Material Storage	9	26-Oct-17 A	07-Dec-17 A		
P-3002	Submit High Pile Storage - Deferred Submittal	6	27-Oct-17 A	01-Feb-18		
P-3200	Turner GPR for Depth of Line (needed based on inconclusive PG&E	10	27-Oct-17 A	09-Nov-17 A		
P-3170	B&V Internal Review on Weber Road Water Line Design	5	14-Nov-17 A	14-Nov-17 A		
P-3180	ADI Address Internal Comments for Weber Road Water Line Design	3	14-Nov-17 A	17-Nov-17 A		
P-3190	ADI Package Weber Road Water Line Documents	2	17-Nov-17 A	21-Nov-17 A		
P-3080	ADI Address City Plan Check Comments (Round 2)	10	22-Nov-17 A	04-Dec-17 A		
P-3130	City Review of Weber Road Water Line Design (Round 1)	25	22-Nov-17 A	04-Dec-17 A		
P-3120	Submit for Weber Road Water Line Design (Round 1)	1	22-Nov-17 A	22-Nov-17 A		
P-3140	ADI Address Weber Road Water Line Plan Check comments	10	04-Dec-17 A	19-Jan-18		
P-3220	B&V Review ADI Plan Check Response (Round 2)	5	04-Dec-17 A	07-Dec-17 A		
P-3150	Submit for OTC Counter Permit Review (Round 3)	5	12-Dec-17 A	10-Jan-18		
SOILS1060	Environmental Release to Construct (ERTC)	5	05-Jan-18	11-Jan-18		
P-3005	Submit for Flood Plain Administrative	1	05-Jan-18	05-Jan-18		
P-3050	Building Permit Issued	0		10-Jan-18		
P-3210	Resubmit OTC for Weber Road Water Line	5	22-Jan-18	26-Jan-18		
<b>Newark Yard Project Construction</b>						
<b>Mobilize / Foundations</b>						
C-1030	Implement On Site Safety Program (ISNet)	20	13-Jan-18	07-Feb-18		
C-1000	Begin Construction	5	11-Jan-18	17-Jan-18		
C-1010	Mobilize to Site	5	18-Jan-18	24-Jan-18		
C-1020	Set-up Fencing & Connexes for Yard Relocation	5	23-Jan-18	29-Jan-18		
C-2070	Mobilize for Soil Import	7	30-Jan-18	07-Feb-18		
<b>Site Work</b>						
C-2050	Clear and Grub / Set Site to Grade	5	26-Jan-18	01-Feb-18		

Turner

Project Schedule - Update 01/05/18

Remaining Level of Effort  
 Actual Level of Effort  
 Remaining Work  
 Milestone

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PGE - 2018.01.05 Newark Yard Warehouse

Activity ID	Activity Name	Original Duration	Start	Finish
C-2060	Rough Grade & Compact	5	08-Feb-18	14-Feb-18
C-3070	Finish Grade / Set Building Pad	10	13-Feb-18	27-Feb-18
C-3000	UG Utility Work - Storm Drain / Water / Elect	30	28-Feb-18	10-Apr-18
C-3010	Form / Rebar SOG	7	28-Feb-18	08-Mar-18
C-3012	Place SOG	1	09-Mar-18	09-Mar-18
C-3015	SOG Cure	7	12-Mar-18	20-Mar-18
C-3060	Install new Water Meter & Backflow Preventer	4	11-Apr-18	16-Apr-18
C-3090	Install Storm Drains & DI	5	11-Apr-18	17-Apr-18
C-3370	Install Site Lighting	20	11-Apr-18	08-May-18
C-3062	Install 12" Firewater Lateral on Weber Rd	15	17-Apr-18	07-May-18
C-3072	Install Concrete for Bioretention & Valley Gutters.	5	18-Apr-18	24-Apr-18
C-2080	Install Pump Station Wet Well	5	25-Apr-18	01-May-18
C-2090	Install Perforated Pipe & Drain Rock	5	02-May-18	08-May-18
C-2100	Install Bioretention Soil	3	09-May-18	11-May-18
C-3030	Install Fencing & Gates	15	20-Jun-18	11-Jul-18
C-3360	Site Flatwork	10	20-Jun-18	03-Jul-18
C-3270	Provide Electrical Connections for Mobile Generator	1	05-Jul-18	05-Jul-18
C-3380	Gate Controllers & Keycards	5	05-Jul-18	11-Jul-18
C-3280	Exterior Striping & Signage	3	03-Aug-18	07-Aug-18
<b>Structure</b>		<b>25</b>	<b>17-Apr-18</b>	<b>19-Jun-18</b>
C-3020	Erect Metal Building Structure	30	17-Apr-18	29-May-18
C-3401	Roofing System	15	30-May-18	19-Jun-18
<b>MEPE Rough-ins</b>		<b>0</b>	<b>20-Jun-18</b>	<b>27-Aug-18</b>
<b>Rough-ins / Finishes</b>		<b>42</b>	<b>20-Jun-18</b>	<b>27-Aug-18</b>
C-3080	MEF / Low Voltage Rough-In and Set Equipment	9	20-Jun-18	02-Jul-18
C-3230	Install Sprinkler Main	5	20-Jun-18	26-Jun-18
C-3240	Install Branch Line & Sprinkler Heads	5	27-Jun-18	03-Jul-18
C-3140	Install Electrical Panels / Low Voltage Wire	2	03-Jul-18	05-Jul-18
C-3210	Install Power & Light Fixtures	10	05-Jul-18	18-Jul-18
C-3220	Seal Concrete Floor	1	18-Jul-18	18-Jul-18
C-3250	Install Doors & Hardware	10	19-Jul-18	01-Aug-18
C-30612	Install Low Voltage Devices / Hardware	7	19-Jul-18	27-Jul-18
C-3260	Install Signage	2	02-Aug-18	03-Aug-18
C-3290	Install Racks	10	06-Aug-18	17-Aug-18
<b>Project Close Out</b>		<b>36</b>	<b>06-Aug-18</b>	<b>25-Sep-18</b>
C-3040	Start-Up & Testing of Building	6	06-Aug-18	13-Aug-18
C-3320	Contractor Pre-Punch List	1	08-Aug-18	08-Aug-18
C-3340	PG&E Prepares Owner's Punchlist	2	09-Aug-18	10-Aug-18
C-3350	Subs Address Owner's Punchlist Items	3	13-Aug-18	15-Aug-18
C-3300	Life Safety Pre Test	3	14-Aug-18	16-Aug-18
C-3310	Life Safety Test	1	21-Aug-18	21-Aug-18
C-3050	Final Inspections	4	22-Aug-18	27-Aug-18
CL-1000	Project Close-out	20	28-Aug-18	25-Sep-18
CL-0900	Demobilization	4	30-Aug-18	05-Sep-18

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# Turner

Project Schedule - Update 01/05/18



**Turner**

Construction Company

300 Frank H. Ogawa Plaza, Suite 510

Oakland, CA 94612

(510) 267-0787

**Insurance Requirements**

**Please review these insurance requirements for the PG&E EMERGENCY EARTHQUAKE RESTORATION (EER) WAREHOUSES - FREMONT projects to submit (2) certificates and endorsements that meet the following requirements PRIOR TO MOBILIZING ONSITE**

**Make sure you have the following:**

- ☐ You meet the minimum limits for your scope of work. (refer to chart below)
- ☐ These additional insured's are named on the cert. & the endorsement:

**TURNER CONSTRUCTION COMPANY, PACIFIC GAS AND ELECTRIC COMPANY (PG&E), ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES.**

- ☐ The endorsement has CG 20 10 11 85 or equivalent wording:
  - Covers Completed Operations or "**your work**" (Ongoing Ops is Unacceptable)
  - Stating that "**This policy is primary** and any other insurance maintained by the additional insured's shall be excess and non-contributory."
- ☐ Remember to **cross out** "will endeavor" and everything after "to the left" in the cancellation box.
  - If cannot cross out, have a signed letter on letterhead stating unable to provide.
- ☐ In general liability-aggregate make sure the "project box" is checked.
- ☐ Include your most **current worker's compensation** information\* with a minimum of \$1M coverage.
- ☐ Please make sure you have \$1M **Auto liability** and \$1M **Umbrella/Excess liability**.\*
- ☐ Please make sure you have \$2M **Professional liability (E&O)** \*. (Design Build ONLY)
- ☐ Please make sure you have \$5M/Occurrence & \$10M aggregate **Pollution Liability** (Asbestos Abatement/Remediation ONLY)
- ☐ **PLEASE PROVIDE VALID ENDORSEMENT** (with above requirements).
- ☐ Please provide us with a renewal (up to date) insurance certificate.

**Project Info:****Project Name:** PG&E EMERGENCY EARTHQUAKE RESTORATION - FREMONT**Project Address:** 6690 WEBER RD., FREMONT, CA 94538**Project No.:** 180026

\*Email the certificates and proper endorsements to mguzman@tcco.com, Jamassey@tcco.com and Bagacia@tcco.com

If you should have any questions, feel free to contact Marlene Guzman, at 510-267-8105

**\$2 MM (per occurrence & aggregate)**

Landscaping  
Fencing  
AC Paving, Curb & Gutter  
Rough Carpentry  
Ornamental Iron  
Finish Carpentry & Casework  
Insulation  
Doors, Frames & Hardware  
Overhead Doors & Grilles  
Drywall & Plaster  
Ceramic Tile  
Acoustic Ceiling Tile  
Flooring  
Paint  
Toilet Partitions/Access  
Window Coverings  
Specialties and Signage  
Bleachers & Playground Equipment  
Equipment and Furnishings  
\*\*Note: For non-urban sites -\$2 Million can be reduced to \$1 Million

**\$3 MM (per occurrence & aggregate)**

Site Utilities  
Site & Building Concrete (CIP on Metal Deck)  
Masonry  
Stone Pavers  
Exterior Wall Stone  
Rebar  
Structural & Miscellaneous Iron  
Space Frame  
Sheetmetal  
Waterproofing  
Windows-Glazing, Storefront, Curtain Wall  
Caulking  
Elevators  
Fire Protection  
HVAC/Plumbing/Controls  
Electrical  
Scaffolding

**\$5 MM (per occurrence & aggregate)**

Non-Structural Demolition  
Shoring  
Foundation Concrete or CIP Frame  
Structural Steel (no Tower Crane)  
Metal Deck  
Roofing  
Exterior Wall (no Tower Crane)  
Precast Concrete (No Tower Crane)  
Theater Rigging  
Grandstands  
Window Washing Equipment  
Mobile Cranes/Material & Man Hoists  
**\$10 MM (per occurrence & aggregate)**  
Tower Cranes

**\$20 MM (per occurrence & aggregate)**

Structural Demolition

**\*\*Note:**

On Subcontracts >\$5M limits equal to  
Contract value up to \$10M max.

1<sup>ST</sup> COI Holder: Turner Construction Company 300 Frank H. Ogawa Plaza, Suite 510. Oakland, CA 946122<sup>ND</sup> COI Holder: Pacific Gas and Electric Company c/o Exigis. One Market, Spear Tower. San Francisco, CA 94105

FREMONT, CA  
180026

Item No. 11

## Attachment "D" - Insurance

To the fullest extent permitted by law, the Subcontractor hereby assumes the entire responsibility and liability for any and all physical and economic, actual or potential damage or injury of any kind or nature whatever (including death, business interruption or loss of use resulting therefrom) to all persons and entities, whether employees of any tier of the Subcontractor or otherwise, or to all property; or as a result of a perceived risk of such damage or injury (including actions taken to avoid or contain such actual or potential damage or injury, whether required or incurred by a public authority or otherwise); caused by, resulting from, arising out of or occurring in connection with the Subcontractor's Work, Subcontractor's breaches of obligations under this Agreement, or its willful or negligent acts or omissions in the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Should any claims for such physical and economic, actual or potential damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon an Indemnified Party's alleged negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of an Indemnified Party, to the full extent permitted by law, including without limitation California Civil Code Sections 2782 and 2782.05, if applicable, the Subcontractor agrees to indemnify and save harmless the Indemnified Party from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that the Indemnified Party may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of the Indemnified Party, the immediate defense of any action at law or in equity which may be brought against the Indemnified Party upon or by reason of such claims and to pay on behalf of the Indemnified Party, upon demand, the amount of any judgment that may be entered against the Indemnified Party in any such action. Nothing contained in this Agreement requires Subcontractor to indemnify the Indemnified Party for Indemnified Party's own active negligence or willful misconduct.

To the fullest extent permitted by law, including without limitation California Civil Code Sections 2782 and 2782.05, if applicable, Subcontractor's duty to defend, save harmless and indemnify the Indemnified Parties is effective immediately upon tender of written notice by an Indemnified Party requesting that Subcontractor undertake its duty to defend and indemnify the Indemnified Parties. The Subcontractor's obligations under all of the terms and provisions of Article XXIII shall remain in force and effect.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws. Nothing in this Agreement shall be deemed to relieve the Subcontractor of its obligations and responsibilities under a project wrap-up insurance program. To the fullest extent allowed by law, including without limitation California Civil Code Section 2782.9, where there are claims for losses and costs covered by such wrap-up program, the Subcontractor, if enrolled, shall be required to make a contribution towards the deductibles and/or self-insured retentions under such wrap-up insurance program.

Before commencing the Work, the Subcontractor shall procure and maintain, at his own expense, until completion and final acceptance of the Work at least the following insurance for offsite from insurance companies satisfactory to Turner:

1. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated.
2. COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work, with the following minimum limits:

Per Occurrence and in the Aggregate: See table below for limits. Contact a representative from Turner Construction Company with any questions or if your trade is not listed.

**\$2 MM (per occurrence & aggregate)**

Landscaping  
Fencing  
AC Paving, Curb & Gutter  
Rough Carpentry  
Ornamental Iron  
Finish Carpentry & Casework  
Insulation  
Doors, Frames & Hardware  
Overhead Doors & Grilles  
Drywall & Plaster  
Ceramic Tile  
Acoustic Ceiling Tile  
Flooring  
Paint  
Toilet Partitions/Access  
Window Coverings  
Specialties and Signage  
Bleachers & Playground Equipment  
Equipment and Furnishings

\*\*Note: For non-urban sites - \$2 Million can be reduced to \$1 Million

**\$3 MM (per occurrence & aggregate)**

Site Utilities  
Site & Building Concrete (CIP on Metal Deck)  
Masonry  
Stone Pavers  
Exterior Wall Stone  
Rebar  
Structural & Miscellaneous Iron  
Space Frame  
Sheetmetal  
Waterproofing  
Windows-Glazing, Storefront, Curtain Wall  
Caulking  
Elevators  
Fire Protection  
HVAC/Plumbing/Controls  
Electrical  
Scaffolding

**\$5 MM (per occurrence & aggregate)**

Non-Structural Demolition  
Shoring  
Foundation Concrete or CIP Frame  
Structural Steel (no Tower Crane)  
Metal Deck  
Roofing  
Exterior Wall (no Tower Crane)  
Precast Concrete (No Tower Crane)  
Theater Rigging  
Grandstands  
Window Washing Equipment  
Mobile Cranes/Material & Man Hoists  
**\$10 MM (per occurrence & aggregate)**  
Tower Cranes

**\$20 MM (per occurrence & aggregate)**  
Structural Demolition

\*\*Note:

On Subcontracts >\$5M limits equal to Contract value up to \$10M max.

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:  
Bodily Injury (including death) \$ 1,000,000 per accident and Property Damage
4. ALL RISK CONTRACTOR'S EQUIPMENT INSURANCE COVERAGE shall be provided by all Subcontractors utilizing a crane or other equipment in connection with the performance of the Work and insured to the full value of equipment.

Before commencing the Work, the Subcontractor shall furnish a certificate, satisfactory to Turner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration and limits of liability thereunder, and thereunder, and further providing that should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Subcontractor shall advise Contractor of the amount of any Deductible or Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Subcontractor shall be responsible for and agrees to pay and/or reimburse Contractor for any such Deductible or Self-Insured Retention. Turner, the Owner and their directors, officers and employees shall be named as an additional insured under these policies of insurance.

The policy shall be endorsed to stipulate that the insurance afforded the additional insureds, including "excess" policies, shall apply as primary insurance and that any other insurance maintained by Turner and the Owner shall be in excess only and shall not be called upon to contribute with this insurance.

If the Subcontractor fails to procure and maintain such insurance, Turner shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.